

LEASE SUPPLEMENT, dated as of February 10, 1981, between FITCHBURG ASSOCIATES, a Massachusetts limited partnership (Lessor), and FITCHBURG GAS AND ELECTRIC LIGHT COMPANY, a Massachusetts corporation, supplementing and amending the Lease and Agreement, dated as of August 6, 1980 (the Lease), between Lessor and Lessee of the premises consisting of the land described in Schedule A hereto, all buildings and other improvements thereon and all easements, rights and appurtenances relating thereto.

Lessor and Lessee hereby agree as follows:

I. "Owner's Project Cost", as referred to in the Lease, is \$2,700,000.

II. The Primary Term shall commence on February 10, 1981 and shall end at midnight on January 31, 2003. The first Extended Term shall be five years commencing on the day after the last day of the Primary Term. The second, third, fourth and fifth Extended Term each shall be five years commencing on the day after the last day of the preceding Extended Term.

III. The instalments of Basic Rent payable for the Premises during the Primary Term shall be in the following amounts and shall be payable on the dates indicated:

<u>Dates When Due</u>	<u>Amount of each Instalment</u>
February 28, 1981	\$ 5,166.18
March 31, 1981 and the last day of each month to and including January 31, 1983	\$15,350.04
February 28, 1983 and the last day of each month to and including January 31, 1987	\$36,078.48
February 28, 1987 and the last day of each month to and including January 31, 1993	\$36,404.64

February 28, 1993 and the last  
day of each month to and  
including January 31, 2003

\$44,771.40

The Primary Term shall end on January 31, 2003, and the  
first Extended Term shall commence on February 1, 2003.

Each instalment of Basic Rent payable for the Premises  
during each Extended Term is \$22,499.91, and said instalments are  
payable on the last day of each month during each such Extended  
Term.

IN WITNESS WHEREOF, Lessor and Lessee have each caused  
this Lease Supplement to be duly executed and delivered, and  
Lessee has caused its corporate seal to be hereunto affixed and  
attested, all as of the date first above written.

FITCHBURG ASSOCIATES,  
as Lessor

By PW FITCHBURG CORPORATION,  
the General Partner

(Seal)

Attest:

Alexander D. D.  
Assistant Secretary

By

John J. Keating  
Vice President

FITCHBURG GAS AND ELECTRIC  
LIGHT COMPANY,  
as Lessee

By

Frank L. Chubb  
Vice President

(Seal)

Attest:

Angela P. Carlson  
Clerk

SCHEDULE A

That certain parcel of land located on the southwesterly side of the intersection of John Fitch Highway and Upham Street in Fitchburg, Massachusetts, which is shown on a plan recorded in the Worcester Northern District Registry of Deeds in Plan Book 240, at Page 17, titled "Land in Fitchburg, Massachusetts, Owned by Roman Catholic Bishop of Worcester", dated 8 April 1980, prepared by William R. Bingham and Associates, and which is bounded and described as follows:

Beginning in the westerly sideline of John Fitch Highway at the point of tangency with a line of curvature in the southerly sideline of Upham Street;

Thence, South  $4^{\circ} 20'$  West, beside said highway, 563.35 feet, to a corner at other land of the grantor herein;

Thence, North  $85^{\circ} 40' 40''$  West, beside other land of the grantor, 400 feet, to a corner (hereinafter referred to as "CORNER A");

Thence, North  $24^{\circ} 32'$  West, beside other land of the grantor, 511.60 feet, to a corner (hereinafter referred to as "CORNER B");

Thence, North  $77^{\circ} 24' 15''$  West, by other land of the grantor, 190 feet to a corner;

Thence, North  $12^{\circ} 02'$  East, by other land of the grantor, 250 feet, to the southerly sideline of Upham Street;

Thence, South  $77^{\circ} 24' 15''$  East, by the southerly sideline of Upham Street, 766.66 feet, to a line of curvature;

Thence, continuing beside the southerly sideline of Upham Street in a curve to the right with a radius of 50 feet, a distance measured along said curve of 71.34 feet, to the place of beginning.

Containing approximately 9.423 acres.

Said parcel has the benefit of the perpetual rights and easements set forth in that certain Deed from The Roman Catholic Bishop of Worcester to Fitchburg Gas and Electric Light Company dated April 14, 1980 and recorded in the Worcester Northern District Registry of Deeds (located in Fitchburg, Massachusetts) in Book 1242, Page 534.

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.:  
COUNTY OF SUFFOLK )

On this 10th day of February, 1981, before me appeared John J. Preotle, Jr., and Alexander J. Jordan, Jr., to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of PW Fitchburg Corporation, the General Partner of Fitchburg Associates, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed in behalf of the said corporation by authority of its board of directors, and the said Vice President and Assistant Secretary acknowledged the said instrument to be the free act and deed of the said corporation.

Ellen A. Bucemi  
Notary Public

My commission expires:

5/7/87

[Notarial Seal]

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.:  
COUNTY OF SUFFOLK )

On this 10th day of February, 1981, before me appeared Frank L. Childs and Angela P. Carlson, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Clerk, respectively, of Fitchburg Gas and Electric Light Company, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed in behalf of the said corporation by authority of its board of directors, and the said Vice President and Clerk acknowledged the said instrument to be the free act and deed of the said corporation.

Ellen A. Buscemi  
Notary Public

My commission expires:

5/7/87

[Notarial Seal]

LEASE AND AGREEMENT

Between

FITCHBURG ASSOCIATES,  
as Lessor

And

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY,  
as Lessee

Dated as of ~~xxx~~ 6 August 1980

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Page</u>
1. Lease of Premises; Title and Condition.....	1
2. Use; Quiet Enjoyment.....	1
3. Terms.....	1
4. Rent.....	2
5. Net Lease; Non-Terminability.....	3
6. Taxes and Assessments; Compliance with Law.....	3
7. Liens.....	4
8. Indemnification.....	5
9. Maintenance and Repair.....	5
10. Alterations; Reimbursement for Additions.....	5
11. Condemnation and Casualty.....	7
12. Insurance.....	10
13. Uneconomic Use.....	12
14. Purchase Option; Right of First Refusal.....	12
15. Procedure Upon Purchase.....	14
16. Assignment and Subletting.....	14
17. Permitted Contests.....	15
18. Conditional Limitations; Default Provision.....	15
19. Additional Rights of Lessor.....	18
20. Notices, Demands and Other Instruments.....	19
21. Estoppel Certificates.....	19
22. No Merger.....	20
23. Surrender.....	20
24. Merger, Consolidation or Sale of Assets.....	20
25. Separability; Binding Effect; Miscellany.....	21
26. Recognition of Foreclosing Mortgagee.....	21
27. Investment Tax Credit.....	21
28. Schedules.....	22

Schedule A - Description of Premises

Schedule B - Terms and Basic Rent Payments

Schedule C - Purchase Prices

Location of Definitions:

Basic Rent - paragraph 4 & Schedule B  
Event of Default - paragraph 18(a)  
Extended Terms - paragraph 3 & Schedule B  
Improvements - paragraph 1  
Lease Supplement - paragraph 3  
Mortgage - paragraph 12(b)  
Mortgagee - paragraph 12(b)  
Net Proceeds - paragraph 11(a)  
Owner's Project Cost - Schedule C  
Payment Dates - paragraph 4 & Schedule B  
Premises - paragraph 1  
Primary Term - paragraph 3 & Schedule B  
Termination Date - paragraphs 11(b) & 13

6 August 1980

LEASE and AGREEMENT, dated as of ~~xx~~/(this Lease), between FITCHBURG ASSOCIATES, a Massachusetts limited partnership (herein, together with its successors and assigns as lessor hereunder, called Lessor), having an address c/o Blyth Eastman Paine Webber Incorporated, 1221 Avenue of the Americas, New York, New York 10020, and FITCHBURG GAS AND ELECTRIC LIGHT COMPANY, a Massachusetts corporation (herein, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, called Lessee), having an address at 655 Main Street, Fitchburg, Massachusetts 01420.

1. Lease of Premises; Title and Condition. In consideration of the rents and covenants herein stipulated to be paid and performed by Lessee and upon the terms and conditions herein specified, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the premises (the Premises) consisting of the land described in Schedule A, all buildings and other improvements now or hereafter located thereon (the Improvements), and all easements, rights and appurtenances relating thereto. The Premises are leased to Lessee in their present condition without representation or warranty by Lessor and subject to the rights of parties in possession, to the existing state of title, and to all applicable legal requirements now or hereafter in effect. Lessee has examined the Premises and title thereto and has found the same satisfactory.

2. Use; Quiet Enjoyment. Lessee may use the Premises for any lawful purpose. So long as Lessee shall pay all Basic Rent (as hereinafter defined) and additional rental obligations as the same becomes due and shall fully comply with all of the terms of this Lease and fully perform its obligations hereunder, Lessee shall peaceably and quietly have, hold and enjoy the Premises for the term hereof, free of any claim or other action by Lessor or anyone claiming by, through or under Lessor. No failure to comply with the foregoing covenant during the term hereof shall give Lessee any right to cancel or terminate this Lease or abate, reduce or make a deduction from or offset against the Basic Rent or additional rent or any sum payable under this Lease, or to fail to perform any other obligation of Lessee hereunder. Lessor shall not have any right to terminate this Lease except as expressly provided herein. Any sale of the Premises by Lessor shall be subject to this Lease and the rights of Lessee hereunder.

3. Terms. The Premises are leased for an interim term (the Interim Term), a primary term (the Primary Term) and, at Lessee's option, for five consecutive additional terms of five years each (the Extended Terms), unless



and until the term of this Lease shall expire or be terminated pursuant to any provision hereof. Upon substantial completion of the Improvements, Lessor and Lessee will execute and deliver an agreement (the Lease Supplement) in recordable form setting forth the commencement and expiration dates of the Primary Term, the Extended Terms and the Owner's Project Cost determined in accordance with the Financing, Construction and Agency Agreement dated as of August 6, 1980 between Lessor and Lessee. The Interim Term, the Primary Term and each Extended Term shall commence and expire as set forth in Schedule B pursuant to the Lease Supplement. Lessee shall exercise its option to extend the term of this Lease for an Extended Term by giving notice thereof to Lessor not less than 12 months prior to the expiration of the Primary Term and not less than 12 months prior to the expiration of any Extended Term. Except as otherwise provided in this Lease, this Lease shall not be subject to termination by Lessor unless as a specified remedy while Lessee is in default hereunder and such default shall be continuing, nor by Lessee for any reason whatsoever.

4. Rent. (a) Lessee shall pay to Lessor in lawful money of the United States, as fixed rent for the Premises, the amounts set forth in Schedule B (Basic Rent) on the dates set forth therein (Payment Dates), at Lessor's address set forth above, or at such other address or to such other person as Lessor from time to time may designate.

(b) All amounts which Lessee is required to pay pursuant to this Lease (other than Basic Rent, amounts payable upon purchase of the Premises and amounts payable as liquidated damages pursuant to paragraph 18), together with every fine, penalty, interest and cost which may be added for non-payment or late payment thereof, shall constitute additional rental obligations. If Lessee shall fail to pay any additional rental obligations, Lessor shall have the right to pay the same and shall have all rights, powers and remedies with respect thereto as are provided herein or by law in the case of non-payment of Basic Rent. Lessee shall pay to Lessor, interest at the rate of 16.75% per annum on all overdue Basic Rent from the due date thereof until paid, and on all overdue additional rental obligations paid by Lessor on behalf of Lessee from the date of payment by Lessor until repaid by Lessee. Lessee shall perform all its obligations under this Lease at its sole cost and expense, and shall pay all Basic Rent and additional rental obligations when due, without notice or demand.

5. Net Lease; Non-Terminability. (a) This Lease is a net lease and, except as otherwise expressly provided herein, any present or future law to the contrary notwithstanding, shall not terminate, nor shall Lessee be entitled to any abatement, reduction, set-off, counterclaim, defense or deduction with respect to any Basic Rent, additional rental obligations or other sum payable hereunder, nor shall the obligations of Lessee hereunder be affected, by reason of: any damage to or destruction of the Premises; any taking of the Premises or any part thereof by condemnation or otherwise; any prohibition, limitation, restriction or prevention of Lessee's use, occupancy or enjoyment of the Premises, or any interference with such use, occupancy or enjoyment by any person; any eviction by paramount title or otherwise; any default by Lessor hereunder or under any other agreement; the impossibility or illegality of performance by Lessor, Lessee or both; any action of any governmental authority; or any other cause whether similar or dissimilar to the foregoing. The parties intend that the obligations of Lessee hereunder shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations shall have been modified or terminated pursuant to an express provision of this Lease.

(b) Lessee shall remain obligated under this Lease in accordance with its terms and shall not take any action to terminate, rescind or avoid this Lease, notwithstanding any bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding affecting Lessor or any assignee of Lessor or any action with respect to this Lease which may be taken by any trustee, receiver or liquidator or by any court. Lessee waives all rights to terminate or surrender this Lease, or to any abatement or deferment of Basic Rent, additional rental obligations or other sums payable hereunder.

6. Taxes and Assessments; Compliance with Law. (a) Lessee shall pay: (i) all taxes, assessments, levies, fees, water and sewer rents and charges, and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are, at any time prior to or during the term hereof, imposed or levied upon or assessed against (A) the Premises, (B) any Basic Rent, additional rental obligations or other sum payable hereunder or (C) this Lease or the leasehold estate hereby created, or which arise in respect of the operation, possession or use of the Premises; (ii) all gross receipts or similar taxes imposed or levied upon, assessed against or measured by any Basic Rent, additional rental obligations or other sums payable hereunder but not taxes measured by net income; (iii)

all sales, use and similar taxes at any time levied, assessed or payable on account of the acquisition, leasing or use of the Premises; and (iv) all charges for utilities serving the Premises. Lessee shall not be required to pay any franchise, estate, inheritance, transfer, income or similar tax of Lessor (other than any tax which is required to be paid by Lessee pursuant to clause (ii) above) unless such tax is imposed, levied or assessed in substitution for any other tax, assessment, charge or levy which Lessee is required to pay pursuant to clause (i), (iii) or (iv) above or is in substitution for a gross receipts tax imposed or levied upon, assessed against or measured by any Basic Rent, additional rental obligations or other sums payable hereunder but not taxes measured by net income. Lessee will furnish to Lessor, promptly after demand therefor, proof of payment of all items referred to above which are payable by Lessee. If any such assessment may legally be paid in instalments, Lessee may pay such assessment in instalments; in such event, Lessee shall be liable only for instalments which become due and payable prior to or during the term hereof.

(b) Lessee shall comply with and cause the Premises to comply with (i) all legal requirements applicable to the Premises or the use thereof and (ii) all contracts (including insurance policies), agreements and restrictions applicable to the Premises or the ownership, occupancy or use thereof, including but not limited to all such legal requirements, contracts, agreements and restrictions which require structural, unforeseen or extraordinary changes to the Improvements. Lessee will obtain and keep in full force and effect whatever governmental or regulatory approvals, consents, authorizations and/or licenses, if any, may be required by Lessee or Lessor or any other party having an interest in the Premises in connection with the Premises or the use thereof.

7. Liens. Lessee will promptly remove and discharge any charge, lien, security interest or encumbrance upon the Premises or any Basic Rent, additional rental obligations or other sum payable hereunder which arises for any reason, including all liens which arise out of the use, occupancy, construction, repair or rebuilding of the Premises or by reason of labor or materials furnished or claimed to have been furnished to Lessee or for the Premises, but not including the liens and encumbrances set forth in Part II of Schedule A hereto, any mortgage, charge, lien, security interest or encumbrance created by Lessor without the consent of Lessee or any mortgage,

charge, lien, security interest or encumbrance which is being contested in compliance with the provisions of paragraph 17 hereof.

8. Indemnification. In case of any claim against Lessor by any third party or any liability on the part of Lessor to any third party, Lessee shall pay, and shall protect, indemnify and save harmless Lessor from and against, all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from (i) injury to or death of any person, or damage to or loss of property, on or immediately adjacent to the Premises or on adjoining sidewalks, streets or ways, or connected with the use, condition or occupancy of any thereof, (ii) any failure on the part of Lessee to perform or comply with any of the terms of this Lease, (iii) any contest referred to in paragraph 17 hereof and (iv) any act of negligence of Lessee or any person for whose conduct Lessee is legally responsible.

9. Maintenance and Repair. Lessee will maintain the Premises in good repair and condition, except for ordinary wear and tear, and will make all structural and non-structural, foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to keep the Premises in good repair and condition. Lessor shall not be required to maintain, repair or rebuild the Improvements or to maintain the Premises, and Lessee waives the right to make repairs at the expense of Lessor pursuant to any law at any time in effect.

10. Alterations; Reimbursement for Additions. (a) Lessee may, at its expense, make additions to and alterations of the Improvements, construct additional Improvements and make substitutions and replacements for the Improvements, provided that (i) the market value of the Premises shall not be materially lessened thereby, (ii) such work shall be expeditiously completed in a good and workmanlike manner and in compliance with all applicable legal requirements and the requirements of any insurance policy required to be maintained hereunder, (iii) no Improvements shall be demolished unless Lessee shall have first furnished Lessor with such surety bonds or other security acceptable to Lessor as shall be necessary to assure rebuilding of such Improvements, and (iv) the Improvements will not be changed from a building suitable for the uses for which the Improvements were designed originally without the prior approval of Lessor. Prior to commencing any such work having a projected cost of \$500,000 or more, Lessee shall notify Lessor thereof and shall furnish to Lessor such surety bonds, construction

contracts, architect's plans and specifications and other materials as may be required by Lessor to assure that such work will be performed in compliance with the requirements of the preceding sentence, in accordance with the plans and specifications of a licensed architect or engineer, and will be paid for. All such additions, alterations, additional Improvements, substitutions and replacements shall be and remain part of the realty and the property of Lessor and shall be subject to this Lease but the rental obligations hereunder of Lessee shall not increase except as provided in paragraph 10(b) hereof. Lessee may place upon the Premises any inventory, trade fixtures, machinery or equipment belonging to Lessee or third parties and may remove the same at any time during the term of this Lease. Lessee shall repair any damage to the Premises caused by such removal.

(b) Lessee may from time to time request Lessor to reimburse Lessee for the costs of (i) making alterations or additions to the Improvements, (ii) constructing additional Improvements on the Premises, (iii) acquiring land adjoining to the Premises required for any such addition or construction and (iv) acquiring any easements required by virtue of such alterations, additions or construction (such alterations, additions, additional Improvements and easements being herein called the Additions), provided that (1) such costs have been or will be incurred during a two-year period prior to the date of such request, (2) such costs shall aggregate at least \$100,000, (3) such Additions have been or will be completed or substantially completed at the time of such reimbursement and (4) such Additions shall not have been otherwise required to have been made by Lessee pursuant to the provisions of this Lease. Any such request shall be signed by the President or any Vice President of Lessee and shall describe such Additions, state the date or estimated date of substantial completion thereof, certify in reasonable detail the costs or estimated costs for which reimbursement is requested and certify that all such Additions have been or will be constructed in conformity with paragraph 10(a) hereof. Lessor will make its best and every reasonable effort, upon receipt of such request, to arrange to finance reimbursement of such costs on terms satisfactory to Lessor and Lessee. Lessor and Lessee shall negotiate in good faith with respect to such terms having regard for the then existing economic, financial and money market conditions, which terms shall provide for (A) payment of Lessor's costs and expenses in connection with such reimbursement and the financing thereof, (B) a rate of return to Lessor which is fair and reasonable in light of then

existing conditions, (C) an amendment to this Lease describing the Additions and increasing the Basic Rent and purchase prices payable by Lessee hereunder by amounts sufficient to repay all principal, interest and premium payable on indebtedness issued by Lessor to finance such reimbursement, and (D) the satisfaction of such other requirements which may be conditions to be satisfied in connection with the obtaining of such financing by Lessor.

If Lessor shall fail, within 120 days after delivery of any such request (having made its best and every reasonable effort within that period), to arrange for financing of such reimbursement acceptable to Lessee, this Lease shall continue in full force and effect and Lessor shall have no further obligation to Lessee with respect thereto. No provision of this paragraph 10(b) shall prevent Lessee at any time from making additions, alterations, additional Improvements, substitutions and replacements pursuant to and in conformity with paragraph 10(a) hereof and financing the same in any manner Lessee deems reasonable which is not in violation of any of the provisions of this Lease or of the Mortgage (as such term is defined in paragraph 12(b) hereof) existing on the date of delivery hereof, and the rental obligations of Lessee hereunder shall not be increased; provided, however, that, if any such financing entails a borrowing by Lessee, the holder of the Mortgage shall be offered the opportunity to be the lender thereunder on a first refusal basis. If such holder of the Mortgage does not accept such offer within 30 days, Lessee may then enter into such borrowing with another lender or lenders upon terms substantially identical (but adjusted to reflect any changes in money market conditions) to those offered to such holder of the Mortgage.

11. Condemnation and Casualty. (a) Lessee hereby irrevocably assigns to Lessor any award, compensation or insurance payment to which Lessee may become entitled by reason of its interest in the Premises (i) if the Premises are damaged or destroyed by fire or other casualty or (ii) if the use, occupancy or title of the Premises or any part thereof is taken, requisitioned or sold in, by or on account of any actual or threatened eminent domain proceeding, other action by any person having the power of eminent domain or any claim of or eviction by paramount title. Lessee shall promptly notify Lessor of the occurrence of any such event; Lessor shall have the right to require Lessee (and, if no directions are given Lessee by Lessor within 10 business days of the receipt of such notice, Lessee shall have the right and is hereby authorized and empowered in the name and on behalf of

Lessor) to appear in any such proceeding or action, to negotiate, prosecute and adjust any claim for any award, compensation or insurance payment on account of any such damage, destruction, taking, requisition, sale, or claim of or eviction by paramount title, and to collect for Lessor any such award, compensation or insurance payment. Both Lessor and Lessee shall be entitled and do not forfeit their respective rights to participate in any such proceeding, action, negotiation, prosecution or adjustment by the exercise of the rights set forth in the preceding sentence. All amounts paid in connection with any such damage, destruction, taking, requisition, sale or claim of or eviction by paramount title shall be applied pursuant to this paragraph 11, and all such amounts (minus the expense of collecting such amounts and minus awards made specifically to Lessee as relocation expense or compensation for business interruption or awards or damages to additions not reimbursed by Lessor, which awards shall be the property of Lessee) are herein called the Net Proceeds. Lessee, at the request of Lessor, shall take all appropriate action in connection with each such proceeding, action, negotiation, prosecution and adjustment. Lessor and Lessee shall each cooperate with the other in connection with the foregoing.

(b) If an occurrence of the character referred to in paragraph 11(a) hereof shall render the Premises unsuitable for restoration or shall render the continued use and occupancy of the Premises impossible or undesirable in Lessee's business as certified by the Lessee's Board of Directors, Lessee shall have the option to either (i) not later than 75 days after such occurrence, deliver to Lessor notice of its intention to terminate this Lease on the next Payment Date (the Termination Date) which occurs not less than 60 days after the delivery of such notice or (ii) repair any damage to the Premises caused by such event as specified in paragraph 11(c) hereof. If the Termination Date occurs during the Primary Term, such notice shall be accompanied by (x) an irrevocable offer by Lessee to purchase the remaining portion of the Premises and the Net Proceeds, if any, payable in connection with such occurrence (or the right to receive the same when made, if payment thereof has not yet been made) on the Termination Date, at a price determined in accordance with Schedule C attached hereto, and (y) if such occurrence has not affected all or substantially all of the Premises, a written agreement of Lessee not to use the Premises for itself or any subsidiary or affiliate for any purpose for a period of 5 years. If either (1) Lessor shall reject such offer by notice given to Lessee not later than the 20th day prior to the

Termination Date or (2) the Termination Date occurs during an Extended Term, this Lease shall terminate on the Termination Date except with respect to obligations and liabilities of Lessee hereunder, actual or contingent, which have arisen on or prior to the Termination Date, upon payment by Lessee of all Basic Rent, additional rental obligations and other sums then due and payable hereunder to and including the Termination Date, and the Net Proceeds shall belong to Lessor. If Lessor shall have accepted such offer, then on the Termination Date, Lessor shall convey the remaining portion of the Premises to Lessee or its designee and shall pay to or assign to Lessee or its designee all its interest in the Net Proceeds, pursuant to and upon compliance with paragraph 15 hereof.

(c) If, after an occurrence of the character referred to in paragraph 11(a) hereof, Lessee does not exercise its option to terminate this Lease, then this Lease shall continue in full effect, and Lessee shall repair any damage to the Premises caused by such event in conformity with the requirements of paragraph 10(a) hereof so as to restore the Premises (as nearly as practicable) to the condition and market value thereof immediately prior to such occurrence. Lessee shall be entitled to receive the Net Proceeds payable in connection with such occurrence (and interest, if any, earned thereon), but (except as to proceeds permitted to be paid directly to Lessee pursuant to paragraph 12(b) hereof) only against certificates of Lessee delivered to Lessor from time to time as such work of repair progresses, each such certificate describing the work of repair for which Lessee is requesting payment and the cost incurred by Lessee in connection therewith and stating that Lessee has not theretofore received payment for such work. Any Net Proceeds (and interest, if any, earned thereon) remaining after final payment has been made for such work shall, if less than \$10,000 (adjusted annually by the percentage change in the Consumer Price Index - Urban Consumers for the entire United States from January 1, 1982 until the date of such adjustment), be paid to Lessee, but if equal to or more than \$10,000 as so adjusted, they shall be retained by Lessor and, thereafter (i) Owner's Project Cost set forth in Schedule C attached hereto shall be reduced by an amount equal to such Net Proceeds (and interest, if any, earned thereon) so retained by Lessor and (ii) each instalment of Basic Rent payable on and after the first Payment Date occurring one month or more after the final payment to Lessee for such work shall be reduced by a fraction of such instalments, the numerator of which shall be the amount so retained by Lessor and the



denominator of which shall be Owner's Project Cost prior to the reduction thereof referred to in clause (i) above. In the event of any temporary requisition, this Lease shall remain in full effect for the remainder of the term hereof and Lessee shall be entitled to receive the entire Net Proceeds payable during the remainder of the term hereof by reason of such requisition. If the cost of any repairs required to be made by Lessee pursuant to this paragraph 11(c) shall exceed the amount of such Net Proceeds, the deficiency shall be paid by Lessee.

12. Insurance. (a) Lessee will maintain or cause to be maintained, insurance on the Premises of the following character:

- (i) Insurance against loss by fire, lightning and other risks from time to time included under "extended coverage" policies, in amounts sufficient to prevent Lessor or Lessee from becoming a co-insurer of any loss but in any event in amounts not less than the actual replacement value of the Improvements, exclusive of foundations, excavations, landscaping, paving and other similar non-insurable Improvements. So long as no event of default shall have occurred and be continuing, said policies may include deductibles not to exceed \$100,000 (adjusted annually by the percentage change in the Consumer Price Index - Urban Consumers for the entire United States from January 1, 1982 until the date of such adjustment) in any single loss, provided that, in the event it becomes customary for regulated utility companies in The Commonwealth of Massachusetts to self-insure in amounts greater than \$100,000 (adjusted annually by the percentage change in the Consumer Price Index - Urban Consumers for the entire United States from January 1, 1982 until the date of such adjustment), such amount may be increased with the consent of the Lessor and Mortgagee (as defined in paragraph 12(b) hereof), each such consent not to be unreasonably withheld.
- (ii) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises and adjoining streets and sidewalks, in the minimum amounts of \$500,000 for bodily injury or death to any one person, \$1,000,000 for any one accident, and \$1,000,000 for property damage.
- (iii) Workmen's compensation insurance to the extent required by the law of The Commonwealth of Massachusetts and to the extent necessary to protect Lessor and the Premises against workmen's compensation claims.
- (iv) At any time when the Improvements are being constructed, altered, or replaced, builder's risk insurance (in completed value non-reporting form) in an amount not less than the actual replacement value of the Improvements, exclusive of foundations and excavations.

Such insurance shall be written by companies of nationally recognized financial standing, having an A.M. Best rating of "B+" or better and in a financial category of 8 or better, legally qualified to issue such insurance and shall name as insured parties Lessor and Lessee as their interests may appear.

(b) Every such policy (other than any general public liability or workmen's compensation policy) shall bear a first mortgagee endorsement in favor of the mortgagee (the Mortgagee) under the mortgage referred to in Part II of Schedule A hereto or any subsequent instrument creating a first lien on the Premises (the Mortgage); and any loss under any such policy shall be payable to the Mortgagee to be held and applied pursuant to paragraph 11(c) hereof, provided, however, that all proceeds of any claim of \$100,000 (adjusted annually by the percentage change in the Consumer Price Index - Urban Consumers for the entire United States from January 1, 1982 until the date of such adjustment) or less shall be paid to Lessee. Every policy referred to in paragraph 12(a) hereof shall provide that it will not be cancelled except after 30 days' written notice to Lessor and the Mortgagee and that it shall not be invalidated by any act or neglect of Lessor or Lessee, nor by occupancy of the Premises for purposes more hazardous than permitted by such policy, nor by any foreclosure or other proceedings relating to the Premises, nor by change in title to the Premises.

(c) Lessee shall deliver to the Mortgagee original or duplicate policies or certificates of insurers, satisfactory to the Mortgagee, evidencing the existence of all insurance which is required to be maintained by Lessee hereunder, such delivery to be made (i) promptly after the execution and delivery hereof and (ii) within 30 days prior to the expiration of any such insurance. Lessee shall not obtain or carry separate insurance concurrent in form or contributing in the event of loss with that required by this paragraph 12 unless Lessor is a named insured therein, with first mortgagee endorsement and loss payable as provided herein. Lessee shall immediately notify Lessor whenever any such separate insurance is obtained and shall deliver to the Mortgagee the policies or certificates evidencing the same. Any insurance required hereunder may be provided under blanket policies which comply with the provisions hereof and specify the coverage and amounts thereof with respect to the Premises.

13. Uneconomic Use. If (i) the Premises shall have become uneconomic for continued use in Lessee's business and Lessee has discontinued use thereof or decided to discontinue use thereof, or (ii) notwithstanding the exertions by Lessee of every reasonable and prudent effort to avoid such result, the Department of Public Utilities of The Commonwealth of Massachusetts (or any successor to such agency) declines to accept a substantial portion of the rentals payable hereunder as an item of expense in computing the net income of Lessee in connection with any utility regulatory procedure relating to Lessee, then Lessee may, on or after February 1, 1993, give notice to Lessor of its intention to terminate this Lease on any Payment Date (the Termination Date) specified in such notice which occurs not less than 360 days after the giving of such notice. Such notice shall include an irrevocable offer by Lessee to purchase the Premises on the Termination Date at a price determined in accordance with Schedule C attached hereto, together with either (x) a certificate of Lessee that its board of directors has determined that the Premises are uneconomic for continued use in Lessee's business and that Lessee has discontinued, or will within 180 days discontinue, use thereof, together with an agreement of Lessee that neither Lessee nor any subsidiary or affiliate of Lessee shall use the Premises for a period of 5 years, or (y) evidence satisfactory to Lessor as to the occurrence of the event described in clause (ii) above and a certificate of Lessee that the Lessee has discontinued, or will within 180 days discontinue, use thereof, together with an agreement of Lessee that neither Lessee nor any subsidiary or affiliate of Lessee shall use the Premises for a period of 5 years. If Lessor shall reject such offer by notice given to Lessee not later than the 20th day prior to the Termination Date, this Lease shall terminate on the Termination Date, except with respect to obligations and liabilities of Lessee hereunder, actual or contingent, which have arisen on or prior to the Termination Date, upon payment by Lessee of all Basic Rent, additional rental obligations and other sums then due and payable hereunder to and including the Termination Date. If Lessor shall have accepted such offer in accordance with this paragraph, then on the Termination Date, Lessor shall convey the Premises to Lessee or its designee pursuant to and upon compliance with paragraph 15 hereof.

14. Purchase Options; Right of First Refusal. If no event of default shall have occurred and be continuing, Lessee shall have the option, exercisable by 360 days' notice given to Lessor, to purchase the Premises on

the last day of the Primary Term or the last day of any Extended Term (the Purchase Date) at a price equal to the then fair market value (which shall not include the value of any Additions financed by the Lessee) of the Premises as determined by Lessor and Lessee, and, if they do not agree, then as determined by an MAI appraiser or appraisers selected in the following manner: Lessor and Lessee shall each appoint an appraiser and, if the appraisers so designated are unable to agree upon such value, such value shall be determined by a third appraiser to be selected by such appraisers and, in the event such appraisers are unable to agree upon a third appraiser, such third appraiser shall be appointed by the senior federal district court judge, or such other federal district judge as he may designate, for the district wherein the Premises are located, acting in his non-judicial capacity. Lessor and Lessee agree to be bound by the determination of such appraiser or appraisers and that they each shall bear one half the costs of such appraisal. On the Purchase Date Lessor shall convey the Premises to Lessee or its designee pursuant to and in compliance with paragraph 15 hereof and this Lease shall terminate as set forth in said paragraph 15.

(b) If, at any time during the Primary Term or any Extended Term of this Lease, Lessor receives a bona fide offer to purchase the Premises (or any part thereof), other than a bid or offer to purchase the Premises at any sale incidental to the exercise of any remedy provided for in a Mortgage, which Lessor desires to accept, Lessor will, prior to accepting the same, give Lessee an opportunity to purchase the Premises (or such part thereof) upon the same terms and conditions contained in such offer. Lessee must exercise its rights within 45 days of receiving written notice of the full terms of sale and Lessor's intention to sell. If Lessee fails to exercise its right to purchase, Lessor may proceed to sell the Premises (or such part thereof) in accordance with the terms of the offer. If such sale is not made, Lessee's right to purchase shall be reinstated as aforesaid, and if only a part of the Premises is sold in such manner, Lessee's rights to purchase shall remain as to the balance of the Premises and are coupled with an interest. The rights granted Lessee under this paragraph are coupled with an interest in the Premises. Any such conveyance or transfer pursuant to this subsection (b) shall be expressly subject to this Lease and any Mortgage.

15. Procedure Upon Purchase. (a) If Lessee shall purchase the Premises pursuant to this Lease, Lessor need not convey any better title thereto than existed on the date of the commencement of the term hereof, and Lessee or its designee shall accept such title, subject, however, to all charges, liens, security interests and encumbrances on the Premises and all applicable legal requirements, but free of the lien of the Mortgage and charges, liens, security interests and encumbrances resulting from acts of Lessor taken without the consent of Lessee.

(b) Upon the date fixed for any purchase of the Premises hereunder, Lessee shall pay to Lessor the purchase price therefor specified herein together with all Basic Rent, additional rental obligations and other sums then due and payable hereunder to and including such date of purchase, and Lessor shall deliver to Lessee or Lessee's designee a quitclaim deed to the Premises, in recordable form, and any other instruments necessary to assign any other property then required to be assigned by Lessor pursuant hereto. Lessee shall pay all charges incident to such conveyance and assignment, including counsel fees, escrow fees, recording fees, title insurance premiums and all applicable taxes (other than any income or franchise taxes of Lessor) which may be imposed by reason of such conveyance and assignment and the delivery of said deed and other instruments. Upon the completion of such purchase, but not prior thereto (whether or not any delay or failure in the completion of such purchase shall be the fault of Lessor), this Lease shall terminate, except with respect to obligations and liabilities of Lessee hereunder, actual or contingent, which have arisen on or prior to such date of purchase.

16. Assignment and Subletting. Lessee may sublet all or any part of the Premises or assign its interests hereunder, provided that each sublease shall expressly be made subject to the provisions hereof. No such assignment or sublease shall modify or limit any right or power of Lessor hereunder or affect or reduce any obligation of Lessee hereunder, and all such obligations shall continue in full effect as obligations of a principal and not of a guarantor or surety, as though no assignment or subletting had been made. Neither this Lease nor the term hereby demise shall be mortgaged by Lessee, nor shall Lessee mortgage or pledge its interests in any sublease of the Premises or the rentals payable thereunder. Any such mortgage or pledge, and any sublease or assignment made otherwise than as permitted by this paragraph 16, shall be void.

17. Permitted Contests. Lessee shall not be required, nor shall Lessor have the right, to pay, discharge or remove any tax, assessment, levy, fee, rent, charge, lien or encumbrance, or to comply with any legal requirement applicable to the Premises or the use thereof, so long as Lessee shall contest the existence, amount or validity thereof by appropriate proceedings (i) which shall prevent the collection of or other realization upon the tax, assessment, levy, fee, rent, charge, lien or encumbrance so contested, and the sale, forfeiture or loss of the Premises or any Basic Rent or any additional rental obligations, to satisfy the same, and (ii) which shall not affect the payment of any Basic Rent or any additional rental obligations; provided that such contest shall be pursued in good faith and Lessor shall not be subject to the risk of any criminal liability. Lessee shall give such reasonable security as may be necessary to prevent any sale or forfeiture of the Premises by reason of such non-payment.

18. Conditional Limitations; Default Provision. (a) Any of the following occurrences or acts shall constitute an event of default under this Lease: (i) if Lessee shall (1) fail to pay any Basic Rent, additional rental obligations referred to in paragraph 4(b) hereof or other sum required to be paid by Lessee hereunder and such failure shall continue for 10 days after notice to Lessee of such failure, or (2) fail to observe or perform any other provision hereof and such failure shall continue for 30 days after notice to Lessee of such failure (provided, that, in the case of any such default which cannot be cured by the payment of money and cannot with diligence be cured within such 30-day period, if Lessee shall commence promptly to cure the same and thereafter prosecute the curing thereof with diligence, the time within which such default may be cured shall be extended for such period as is necessary to complete the curing thereof with diligence); or (ii) if Lessee shall file a petition commencing a voluntary case under any federal bankruptcy or similar law or in bankruptcy or for reorganization or for an arrangement pursuant to any bankruptcy law, insolvency or any similar law, federal or state, or shall be adjudicated a debtor or bankrupt under any bankruptcy, insolvency or any similar law, federal or state, or become insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall not pay its debts generally as they become due, or if a petition commencing an involuntary case against Lessee or answer proposing the adjudication of Lessee as a debtor or bankrupt or its reorganization pursuant

to any federal or state bankruptcy law or any similar law shall be filed in any court and Lessee shall consent to or acquiesce in the filing thereof or such petition or answer shall not be dismissed, discharged or denied within 90 days after the filing thereof; or (iii) if a custodian, receiver, trustee, United States Trustee or liquidator of Lessee or of all or substantially all of the assets of Lessee or of the Premises or Lessee's estate therein shall be appointed in any proceeding brought by Lessee, or if any such custodian, receiver, trustee, United States Trustee or liquidator shall be appointed in any proceeding brought against Lessee and shall not be discharged within 90 days after such appointment, or if Lessee shall consent to or acquiesce in such appointment; or (iv) if the Premises shall have been left unoccupied and wholly unattended for a period of 30 days; or (v) if any representation or warranty of Lessee contained in this Lease, any assignment or reassignment of this Lease or consent thereto executed by Lessee or in any notice, demand, certificate, request or instrument delivered pursuant to or in connection with this Lease, any such assignment or reassignment or consent shall prove to be incorrect in any material respect as of the time when the same shall have been made, to the detriment of any person to whom or for whose benefit the representation or warranty was made.

(b) If an event of default shall have happened and be continuing, Lessor shall have the right to give Lessee notice of Lessor's intention to terminate the term of this Lease on a date not less than 10 days after the date of such notice. Upon the giving of such notice, the term of this Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease, and all rights of Lessee hereunder shall expire and terminate, but Lessee shall remain liable as hereinafter provided.

(c) If an event of default shall have happened and be continuing, Lessor shall have the immediate right, whether or not the term of this Lease shall have been terminated pursuant to paragraph 18(b) hereof, to re-enter and repossess the Premises by summary proceedings, ejectment or in any manner Lessor determines to be necessary or desirable and the right to remove all persons and property therefrom. Lessor shall be under no liability by reason of any such re-entry, repossession or removal. No such re-entry or repossession of the Premises shall be construed as an election by Lessor to terminate the term of this Lease unless a notice of such intention is given to Lessee

pursuant to paragraph 18(b) hereof, or unless such termination is decreed by a court of competent jurisdiction.

(d) At any time or from time to time after the re-entry or repossession of the Premises pursuant to paragraph 18(c) hereof, whether or not the term of this Lease shall have been terminated pursuant to paragraph 18(b) hereof, Lessor may (but shall be under no obligation to) relet the Premises for the account of Lessee, in the name of Lessee or Lessor or otherwise, without notice to Lessee, for such term or terms and on such conditions and for such uses as Lessor, in its absolute discretion, may determine. Lessor may collect and receive any rents payable by reason of such reletting. Lessor shall not be liable for any failure to relet the Premises or for any failure to collect (after making reasonable efforts to collect) any rent due upon any such reletting.

(e) No expiration or termination of the term of this Lease pursuant to paragraph 18(b) hereof, by operation of law or otherwise, and no re-entry or repossession of the Premises pursuant to paragraph 18(c) hereof or otherwise, and no reletting of the Premises pursuant to paragraph 18(d) hereof or otherwise, shall relieve Lessee of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, re-entry, repossession or reletting.

(f) In the event of any expiration or termination of the term of this Lease or re-entry or repossession of the Premises by reason of the occurrence of an event of default, Lessee will pay to Lessor all Basic Rent, additional rental obligations and other sums required to be paid by Lessee to and including the date of such expiration, termination, re-entry or repossession, including any reasonable attorneys' fees and expenses incurred in connection with such expiration, termination, re-entry or repossession; and, thereafter, Lessee shall, until the end of what would have been the term of this Lease in the absence of such expiration, termination, re-entry, or repossession, and whether or not the Premises shall have been relet, be liable to Lessor for, and shall pay to Lessor, as liquidated and agreed current damages: (i) all Basic Rent, additional rental obligations and other sums which would be payable under this Lease by Lessee in the absence of such expiration, termination, re-entry, or repossession, including any reasonable attorneys' fees and expenses incurred in connection with such expiration, termination, re-entry or repossession, less (ii) the net proceeds, if any, of any reletting effected for the account of Lessee pursuant to paragraph 18(d)



hereof, after deducting from such proceeds all Lessor's expenses in connection with such reletting (including all repossession costs, brokerage commissions, reasonable attorneys' fees and expenses, reasonable employees' expenses, alteration costs and expenses of preparation for such reletting). Lessee will pay such current damages on the days on which Basic Rent would be payable under this Lease in the absence of such expiration, termination, re-entry, or repossession, and Lessor shall be entitled to recover the same from Lessee on each such day.

(g) At any time after such expiration or termination of the term of this Lease or re-entry or repossession of the Premises by reason of the occurrence of an event of default, whether or not Lessor shall have collected any current damages pursuant to paragraph 18(f) hereof, Lessor shall be entitled to recover from Lessee, and Lessee will pay to Lessor on demand, as and for liquidated and agreed final damages for Lessee's default and in lieu of all current damages beyond the date of such demand (it being agreed that it would be impracticable or extremely difficult to fix the actual damages), an amount equal to the excess, if any, of (a) all Basic Rent, additional rental obligations and other sums which would be payable under this Lease from the date of such demand (or, if it be earlier, the date to which Lessee shall have satisfied in full its obligations under paragraph 18(f) hereof to pay current damages) for what would be the then unexpired term of this Lease in the absence of such expiration, termination, re-entry or repossession, discounted at the rate of 7% per annum over (b) the then fair rental value of the Premises (determined by applying a discount rate of 7% per annum) for the same period and, in addition, Lessee shall pay to Lessor all repossession costs, reasonable attorneys' fees and expenses, employees' expenses, alteration costs and expenses of preparation for such expiration, termination, re-entry or repossession. If any law shall limit the amount of such liquidated final damages to less than the amount above agreed upon, Lessor shall be entitled to the maximum amount allowable under such law.

19. Additional Rights of Lessor. (a) No right or remedy hereunder shall be exclusive of any other right or remedy, but shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing under law or in equity. Failure to insist upon the strict performance of any provision hereof or to exercise any option, right, power or remedy contained herein shall not constitute a waiver or relinquishment thereof for

the future. Receipt by Lessor of any Basic Rent, additional rental obligations or other sums payable hereunder with knowledge of the breach of any provision hereof shall not constitute a waiver of such breach, and no waiver by Lessor of any provision hereof shall be deemed to have been made unless made in writing. Lessor shall be entitled to injunctive relief in case of the violation, or threatened violation, of any of the provisions hereof, or to a decree compelling performance of any of the provisions hereof, or to any other remedy allowed to Lessor by law.

(b) Lessee hereby waives and surrenders for itself and all those claiming under it, including creditors of all kinds, (i) any right and privilege which it or any of them may have to redeem the Premises or to have a continuance of this Lease after termination of Lessee's right of occupancy by order or judgment of any court or by any legal process or writ, or under the terms of this Lease, or after the termination of the term of this Lease as herein provided, and (ii) the benefits of any law which exempts property from liability for debt or for distress for rent.

(c) If Lessee shall be in default in the performance of any of its obligations hereunder, Lessee shall pay to Lessor, on demand, all expenses reasonably incurred by Lessor as a result thereof, including reasonable attorneys' fees and expenses. If Lessor shall be made a party to any litigation commenced against Lessee and Lessee, at its expense, shall fail to provide Lessor with counsel approved by Lessor, Lessee shall pay all costs and reasonable attorneys' fees and expenses incurred by Lessor in connection with such litigation.

20. Notices, Demands and Other Instruments. All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Lease shall be in writing and shall be validly given when mailed by prepaid registered or certified mail, (a) if to Lessor, addressed to Lessor at its address set forth above, and (b) if to Lessee, addressed to Lessee at its address set forth above. Lessor and Lessee each may from time to time specify any address in the United States as its address for purposes of this Lease by giving 15 days' notice to the other party.

21. Estoppel Certificates. Lessee will, from time to time, upon 20 days' prior request by Lessor, execute, acknowledge and deliver to Lessor a certificate of Lessee stating that this Lease is unmodified and in full effect (or, if there have been modifications, that this Lease is in full

effect as modified, and setting forth such modifications) and the dates to which Basic Rent, additional rental obligations and other sums payable hereunder have been paid, and either stating that to the knowledge of the signer of such certificate no default exists hereunder or specifying each such default of which the signer has knowledge. Any such certificate may be relied upon by any prospective mortgagee or purchaser of the Premises.

22. No Merger. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that the same person acquires or holds, directly or indirectly, this Lease or the leasehold estate hereby created or any interest herein or in such leasehold estate as well as the fee estate in the Premises or any interest in such fee estate.

23. Surrender. Upon the expiration or termination of the term of this Lease, Lessee shall surrender the Premises to Lessor in the condition in which the Premises were originally received from Lessor, except as repaired, rebuilt, restored, altered or added to as permitted or required hereby, and except for ordinary wear and tear. Either Lessee shall remove from the Premises on or prior to such expiration or termination all property situated thereon which is not owned by Lessor and repair any damage caused by such removal, or such property not so removed shall become the property of Lessor; provided, however, if such property not so removed shall materially impair the economic value of the Premises, Lessor may cause such property to be removed from the Premises at Lessee's expense.

24. Merger, Consolidation or Sale of Assets. It shall be a condition precedent to the merger of Lessee into another corporation, to the consolidation of Lessee with one or more other corporations and to the sale or other disposition of all or substantially all the assets of Lessee to one or more other entities that the surviving entity or transferee of assets, as the case may be, shall deliver to Lessor and to the Mortgagee an acknowledged instrument in recordable form assuming all obligations, covenants and responsibilities of Lessee hereunder and under any instrument executed by Lessee consenting to the assignment of Lessor's interest in this Lease to the Mortgagee as security for indebtedness. Lessee covenants that it will not merge or consolidate or sell or otherwise dispose of all or substantially all of its assets unless such an instrument shall have been so delivered.

25. Separability; Binding Effect; Miscellany. Each provision hereof shall be separate and independent and the breach of any such provision by Lessor shall not discharge or relieve Lessee from its obligations to perform each and every covenant to be performed by Lessee hereunder. If any provision hereof or the application thereof to any person or circumstance or at any time shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances or at times other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the extent permitted by law. All provisions contained in this Lease shall be binding upon, inure to the benefit of and be enforceable by, the respective successors and assigns of Lessor and Lessee to the same extent as if each successor and assign were named as a party hereto. This Lease shall be governed by the law of The Commonwealth of Massachusetts. This Lease may not be changed, modified or discharged except by a writing signed by Lessor and Lessee. This Lease may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute but one and the same Lease. The Table of Contents contained herein and the headings of the various paragraphs herein have been inserted for reference only and shall not to any extent have the effect of modifying or amending the express terms and provisions hereof.

26. Recognition of Foreclosing Mortgage. Notwithstanding anything herein to the contrary, Lessee agrees at the written request of any party purchasing the Premises at a foreclosure sale to accept such party as Lessor under the Lease and to observe the obligations imposed on Lessee by the Lease, provided that such party recognizes the rights of Lessee under the Lease and agrees to observe Lessor's obligations under the Lease, in which event this Lease shall remain in full force and effect. Lessee agrees to execute and deliver any appropriate instruments necessary to reasonably carry out the agreements contained in this paragraph. The agreements contained in this paragraph shall be deemed null and void upon the recording in the Worcester North Registry of Deeds of a mortgage discharge discharging the mortgage dated August 6, 1980 from Lessor to New England Merchants National Bank.

27. Investment Tax Credit. Lessor agrees to elect, concurrently with the execution and delivery of this Lease, in accordance with Section 48(d) of the Internal Revenue Code and the regulations thereunder to treat

Lessee as having acquired the Premises for an amount equal to its fair market value so that Lessee may obtain the benefit of the credit, if any, allowable by Section 38 of the Internal Revenue Code with respect to the Premises. Lessor shall not claim any such credit with respect to the Premises.

28. Schedules. Schedules A, B and C referred to in this Lease and attached hereto are hereby incorporated by reference herein.

SCHEDULE A

Part I: Description of the Premises

That certain parcel of land located on the southwesterly side of the intersection of John Fitch Highway and Upham Street in Fitchburg, Massachusetts, which is shown on a plan recorded in the Worcester Northern District Registry of Deeds in Plan Book 240, at Page 17, titled "Land in Fitchburg, Massachusetts, Owned by Roman Catholic Bishop of Worcester", dated 8 April 1980, prepared by William R. Bingham and Associates, and which is bounded and described as follows:

Beginning in the westerly sideline of John Fitch Highway at the point of tangency with a line of curvature in the southerly sideline of Upham Street;

Thence, South 4° 20' West, beside said highway, 563.35 feet, to a corner at other land of the grantor herein;

Thence, North 85° 40' 40" West, beside other land of the grantor, 400 feet, to a corner (hereinafter referred to as "CORNER A");

Thence, North 24° 32' West, beside other land of the grantor, 511.60 feet, to a corner (hereinafter referred to as "CORNER B");

Thence, North 77° 24' 15" West, by other land of the grantor, 190 feet to a corner;

Thence, North 12° 02' East, by other land of the grantor, 250 feet, to the southerly sideline of Upham Street;

Thence, South 77° 24' 15" East, by the southerly sideline of Upham Street, 766.66 feet, to a line of curvature;

Thence, continuing beside the southerly sideline of Upham Street in a curve to the right with a radius of 50 feet, a distance measured along said curve of 71.34 feet, to the place of beginning.

Containing approximately 9.423 acres.

Said parcel has the benefit of the perpetual rights and easements set forth in that certain Deed from The Roman Catholic Bishop of Worcester to Fitchburg Gas and Electric Light Company dated April 14, 1980 and recorded in the Worcester Northern District Registry of Deeds (located in Fitchburg, Massachusetts) in Book 1242, Page 534.

For Lessor's title, see deed from Fitchburg Gas and Electric Light Company to Lessor dated August 6, 1980 and recorded in said Registry of Deeds in Book 1250, Page 585.

Part II: Permitted Liens and Encumbrances

1. During Interim Term, Mortgage, dated August 6, 1980, from Lessor, as mortgagor, to New England Merchants National Bank, as mortgagee, and during the Primary or any Extended Term any "Mortgage" as defined in paragraph 12(b).

2. Any of the following:

(a) Easements, rights of way, servitudes, zoning laws, use regulations, other similar reservations, rights and restrictions and other minor defects and irregularities in the title to the Premises, none of which materially lessens the value of the Premises or materially impairs the use thereof for the purposes held by the Lessor and leased by Lessee under the Lease;

(b) The right reserved to or vested in any municipality or public authority to condemn, appropriate, recapture or designate a purchaser of the Premises;

(c) Any liens for taxes, assessments and other governmental charges and any liens of mechanics, materialmen and laborers for work or services performed or materials furnished in connection with the Premises which are not due and payable or the amount or validity of which is being contested at the time by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon and the sale or forfeiture of the Premises or any interest therein to satisfy the same, provided that Lessee shall have complied with the provisions of this Lease dealing with the contest of any tax, assessment, other governmental charge or lien; and

(d) The easements, rights of way, encroachments, encumbrances or other irregularities in the title, if any, of record at the date of the execution and delivery hereof.

SCHEDULE B  
Terms and Basic Rent Payments

The Interim Term shall commence on ~~xx~~ <sup>6 August 1980</sup> and end at midnight on the day before the first day of the Primary Term. The Primary Term shall commence on the date specified in the Lease Supplement and shall end at midnight on the twenty-second anniversary of the last day of the month during which the Primary Term commenced. The first Extended Term shall be five years commencing on the day after the last day of the Primary Term. The second, third, fourth and fifth Extended Term each shall be five years commencing on the day after the last day of the preceding Extended Term.

1. Each instalment of Basic Rent payable for the Premises during the Interim Term shall be \$50, and said instalments shall be payable on <> and thereafter on the last day of each month in the Interim Term.

2. Each instalment of Basic Rent payable for the Premises during the period of the Primary Term commencing on the first day of the Primary Term and ending on the day which is the second anniversary of the last day of the month during which the Primary Term commenced is equal to .56852% of Owner's Project Cost (or .01895% of Owner's Project Cost per diem for any partial month), and said instalments are payable on the last day of each month during said period.

3. Each instalment of Basic Rent payable for the Premises during the next four-year period of the Primary Term is equal to 1.33624% of Owner's Project Cost, and said instalments are payable on the last day of each month during said period.

4. Each instalment of Basic Rent payable for the Leased Premises during the next six-year period of the Primary Term is equal to 1.34832% of Owner's Project Cost, and said instalments are payable on the last day of each month during said period.

5. Each instalment of Basic Rent payable for the Leased Premises during the final ten-year period of the Primary Term is equal to 1.6582% of Owner's Project Cost, and said instalments are payable on the last day of each month during said period.

6. Each instalment of Basic Rent payable for the Leased Premises during each Extended Term is .83333% of Owner's Project Cost, and said instalments are payable on the last day of each month during each such Extended Term.



SCHEDULE C

DTE 02-24/25 (Common)  
Attachment AG-5-42  
Page 33 of 67

Purchase Prices

Upon purchase of the Premises pursuant to paragraph 11(b) or 13 of this Lease, the purchase price payable shall be an amount equal to the product of (i) \$<> (Owner's Project Cost) and (ii) a fraction, the denominator of which shall be 10,000,000 and the numerator of which shall be the applicable number set forth in Column 2 opposite the period in which the date of purchase occurs (period 1 commencing with first day of the Primary Term and ending on the last day of the first full month of the Primary Term, and each succeeding period being each of the following monthly periods occurring thereafter).

<u>Column 1</u>	<u>Column 2</u>
<u>Period in which Date of Purchase Occurs</u>	<u>Applicable Numerator</u>
1	11867496
2	11860422
3	11853348
4	11846274
5	11839201
6	11832127
7	11825053
8	11817979
9	11810905
10	11803831
11	11796758
12	11789684
13	12238748
14	12229864
15	12220980
16	12212096
17	12203213
18	12194329
19	12185444
20	12176550
21	12167676
22	12158792
23	12149909
24	12141025
25	12306972
26	12297359
27	12287747
28	12278134
29	12268522
30	12258909
31	12249296
32	12239684
33	12230072
34	12220459
35	12210847

Column 1Column 2

DTE 02-24/25 (Common)  
Attachment AG-5-42  
Page 34 of 67

36	12201234
37	12191622
38	12181977
39	12172330
40	12162685
41	12153039
42	12143394
43	12133747
44	12124102
45	12114457
46	12104810
47	12095166
48	12085519
49	12075874
50	12066294
51	12056716
52	12047136
53	12037558
54	12027979
55	12018400
56	12008820
57	11999242
58	11989662
59	11980084
60	11970505
61	11960926
62	11951314
63	11941701
64	11932089
65	11922477
66	11912865
67	11903251
68	11893639
69	11884027
70	11874414
71	11864803
72	11855190
73	11844366
74	11833526
75	11822670
76	11811797
77	11800909
78	11790003
79	11779080
80	11768139
81	11757182
82	11746206
83	11735215
84	11724204
85	11713165
86	11702128
87	11691060
88	11679974
89	11668870
90	11657745

Column 1Column 2

91	11646599
92	11635434
93	11624250
94	11613073
95	11601818
96	11590570
97	11579301
98	11568009
99	11556696
100	11545360
101	11534003
102	11522621
103	11511216
104	11499789
105	11488338
106	11476861
107	11465362
108	11453836
109	11442287
110	11430712
111	11419110
112	11407483
113	11395830
114	11384149
115	11372440
116	11360705
117	11348943
118	11337151
119	11325332
120	11313483
121	11301605
122	11289697
123	11277759
124	11265790
125	11253792
126	11241760
127	11229697
128	11217602
129	11205475
130	11193314
131	11181121
132	11168893
133	11156632
134	11144335
135	11132003
136	11119635
137	11117232
138	11094792
139	11082314
140	11069799

Column 1

Column 2

141

11057246

142

11044653

143

11032024

11/19/92

144

11019353

145

10975531

146

10931259

147

10886534

148

10841347

149

10795694

150

10749567

151

10702961

152

10655869

153

10608286

154

10560203

155

10511618

94 156

10462519

157

10412903

158

10362761

159

10312088

160

10260875

161

10209117

162

10156805

163

10103932

164

10050493

165

9996478

166

9941880

167

9886692

168

9830905

169

9774513

170

9717507

171

9659878

172

9601620

173

9542723

174

9483179

175

9422979

176

9362116

177

9300580

178

9238362

179

9175455

94 180

9111847

181

9047532

182

8982497

183

8916736

184

8850237

185

8782993

186

8714991

187

8646223

188

8576678

189

8506347

190

8435219

Column 1

Column 2

191	8363285
192	8290531
193	8216950
194	8142528
195	8067256
196	7991122
197	7914115
198	7836224
199	7757435
200	7677740
201	7597125
202	7515576
203	7433086
204	7349638
205	7265221
206	7179821
207	7093428
208	7006026
209	6917605
210	6828147
211	6737642
212	6646075
213	6553433
214	6459700
215	6364866
216	6268911
217	6171823
218	6073588
219	5974188
220	5873611
221	5771840
222	5968859
223	5564652
224	5459204
225	5352499
226	5244518
227	5135248
228	5024668
229	4912764
230	4799516
231	4684909
232	4568923
233	4451542
234	4332745
235	4212516
236	4100835
237	3967684
238	3843641
239	3716890
240	3589208

Column 1

Column 2

241	3459977
242	3329177
243	3196785
244	3062782
245	2927147
246	2789857
247	2650890
248	2510227
249	2367844
250	2223718
251	2077828
252	1930147
253	1780665
254	1629326
255	1476139
256	1321065
257	1164085
258	1005168
259	844292
260	681431
261	516559
262	349648
263	180675
264	9612

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Lease to be duly executed and delivered, and Lessee has caused its corporate seal to be hereunto affixed and attested, all as of the date first above written.

FITCHBURG ASSOCIATES,  
as Lessor

By PW FITCHBURG CORPORATION,  
the General Partner

(Seal)

Attest: Alexander J. [Signature] By John I. Beattie, Jr.  
Assistant Secretary Vice President

FITCHBURG GAS AND ELECTRIC  
LIGHT COMPANY,  
as Lessee

(Seal)

Attest: Angela P. Carlson By Frank A. Child  
Clerk Vice President

CONSENT TO REASSIGNMENT OF LEASE

From

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

To

JOHN HANCOCK INVESTORS INC.

Dated as of February 10, 1981



CONSENT to REASSIGNMENT OF LEASE AND RELATED DOCUMENT, dated as of February 10, 1981 (herein, together with all amendments and supplements hereto, called this Agreement), from FITCHBURG GAS AND ELECTRIC LIGHT COMPANY, a Massachusetts corporation (herein, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, called Lessee), having an address at 655 Main Street, Fitchburg, Massachusetts 01420, to JOHN HANCOCK INVESTORS INC., a Delaware corporation, having an address at John Hancock Place, Post Office Box 111, Boston, Massachusetts 02117 (herein, together with its successors and assigns called the Investor), the secured party under a Collateral Security Agreement, dated as of the date hereof (herein, together with all amendments and supplements thereto, called the Security Agreement), from Fitchburg Holding Corporation, a Delaware corporation (herein called the Company), to the Investor.

#### PRELIMINARY STATEMENT

Fitchburg Associates, a Massachusetts limited partnership (herein called the Owner), has entered into a lease, dated as of August 6, 1980 (herein, together with the Lease Supplement thereto dated as of February 10, 1981 and all other supplements and amendments thereto and any memorandum or short form thereof entered into for the purpose of recording, called the Lease), from the Owner, as lessor, to Lessee, as lessee, of the land described in Schedule A hereto and the improvements located thereon, and all easements, rights and appurtenances relating thereto (herein collectively called the Property). All right, title and interest of the Owner in and to the Lease have been assigned to the Company pursuant to (i) a Mortgage, dated as of the date hereof (herein, together with all amendments and supplements thereto, called the Mortgage), from the Owner, as mortgagor, to the Company, as mortgagee, and (ii) an Assignment of Lease and Agreement, dated as of the date hereof (herein, together with all amendments and supplements thereto, called the Assignment), from the Owner and Lessee to the Company. The Company has reassigned the Lease to the Investor pursuant to the Security Agreement and a Reassignment of Lease, dated as of the date hereof (herein, together with all amendments and supplements thereto, called the Reassignment), in order to secure (i) the due and punctual payment of the 15.75% Secured Note of the Company due <sup>January 31</sup> ~~February 28~~, 2003 (the Note) in the principal amount of \$2,700,000, issued by the Company and (ii) the performance of the Company's other obligations contained in the Security Agreement.

NOW, THEREFORE, for valuable consideration, the receipt of which and adequacy whereof is hereby acknowledged, Lessee agrees with the Investor as follows:

1. Lessee consents to the Reassignment and agrees to pay and deliver to the Investor all rentals and other sums payable under the Lease and assigned to the Investor, without offset, deduction, defense, abatement, deferment or diminution (but without waiving any right of Lessee to recover any amounts from any party by separate proceedings), and will not, for any reason whatsoever, seek to recover from the Investor any moneys paid to the Investor by virtue of the Reassignment. Lessee agrees that all sums payable to the Investor pursuant to the next preceding sentence shall be paid in the following manner or to such other address or account as the Investor may designate in writing from time to time:

by bank wire or inter-bank transfer of immediately available funds for credit, not later than 12 noon, Boston time, to:

The First National Bank of Boston  
Attention: Mutual Funds Custody Department  
100 Federal Street  
Boston, Massachusetts 02106  
a/c John Hancock Investors Inc.  
Account No. 0572;

together with a notice of each such payment addressed and delivered or mailed to the Investor at:

John Hancock Investors Inc.  
Attention: Treasurer  
John Hancock Place  
Post Office Box 111  
Boston, Massachusetts 02117

Lessee agrees to deliver to the Investor, at its address set forth below or at such other address as the Investor may designate in writing from time to time, duplicate original copies of all notices, undertakings, demands, statements, documents, financial reports and other communications which Lessee is required or permitted to deliver to the Owner or the Company pursuant to the Lease, the Assignment or this Agreement:

John Hancock Investors Inc.  
Attention: Treasurer  
John Hancock Place  
Post Office Box 111  
Boston, Massachusetts 02117

with a copy in each case to:

John Hancock Mutual Life Insurance Company  
Attention: Bond Department  
John Hancock Place  
Post Office Box 111  
Boston, Massachusetts-02117

DTE 02-24/25 (Common)  
Attachment AG-5-42  
Page 43 of 67

No such payment or delivery made by Lessee shall be of any force or effect unless made to the Investor as provided above.

2. Lessee hereby covenants and agrees that it will remain obligated under the Lease, the Assignment and this Agreement in accordance with their respective terms, and that it will not take any action to terminate (except as expressly permitted by the Lease, the Assignment or this Agreement), rescind or avoid the Lease, the Assignment or this Agreement, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting the lessor under the Lease, and notwithstanding any action with respect to the Lease which may be taken by any trustee or receiver of the lessor under the Lease or of any such successor or assignee or by any court in any such proceeding. In the event proceedings shall be instituted to foreclose the Mortgage, the Lessee shall not be made a party defendant therein except to the extent required by law properly to foreclose the Mortgage, and the Lease shall not be terminated or in any other way affected, nor shall the Lessee's possession of the leased premises be in any way disturbed, by foreclosure proceedings (including any disposition of Owner's interest in said premises at an execution sale) or otherwise.

3. Lessee agrees that (i) if, pursuant to the Lease, the Owner shall have the right to accept or reject any offer to purchase the Property or any part thereof, or the Net Proceeds (as defined in the Lease), notice of the exercise of any such right shall be deemed validly given for all purposes if given by the Investor and (ii) if Lessee exercises any right contained in the Lease to purchase the Property or if Lessee shall become obligated to purchase the Property or any part thereof or the Net Proceeds pursuant to any provision of the Lease, Lessee will accept deeds, bills of sale, assignments, releases and other instruments conveying and transferring the Property or any part thereof, which are executed and delivered by the Investor as being in compliance with the provisions of the Lease, provided that said deeds, bills of sale, assignments, releases and other instruments shall otherwise be legally valid, effective to convey, transfer and assign the Property (and, if applicable, the Net Proceeds), and in compliance with the provisions of the

Lease. Lessee further agrees that, if the Investor or any person should institute any foreclosure or other judicial proceeding in order that title to the Property may be conveyed to Lessee, the Lease shall not terminate, but shall continue in full effect until such foreclosure or other judicial proceeding shall have been concluded and until such title shall have been conveyed to Lessee and the purchase price therefor paid. Anything in this Agreement or the Lease to the contrary notwithstanding, Lessee agrees that no rejection of any offer made pursuant to the Lease to purchase the Property or any part thereof or the Net Proceeds shall be of any effect unless accompanied by the written consent thereto of the Investor.

4. Lessee represents to the Investor that the Lease is in full force and effect and is not in default. Lessee agrees that it will not enter into any agreement subordinating, amending, modifying or terminating the Lease, the Assignment or this Agreement without the consent thereto in writing of the Investor and that any attempted subordination, amendment, modification or termination without such consent shall be void.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

7. The following is Schedule A referred to in this Agreement, which Schedule is hereby incorporated by reference herein.

That certain parcel of land located on the southwesterly side of the intersection of John Fitch Highway and Upham Street in Fitchburg, Massachusetts, which is shown on a plan recorded in the Worcester Northern District Registry of Deeds in Plan Book 240, at Page 17, titled "Land in Fitchburg, Massachusetts, Owned by Roman Catholic Bishop of Worcester", dated 8 April 1980, prepared by William R. Bingham and Associates, and which is bounded and described as follows:

Beginning in the westerly sideline of John Fitch Highway at the point of tangency with a line of curvature in the southerly sideline of Upham Street;

Thence, South 4° 20' West, beside said highway, 563.35 feet, to a corner at other land of the grantor herein;

Thence, North 85° 40' 40" West, beside other land of the grantor, 400 feet, to a corner (hereinafter referred to as "CORNER A");

Thence, North 24° 32' West, beside other land of the grantor, 511.60 feet, to a corner (hereinafter referred to as "CORNER B");

Thence, North 77° 24' 15" West, by other land of the grantor, 190 feet to a corner;

Thence, North 12° 02' East, by other land of the grantor, 250 feet, to the southerly sideline of Upham Street;

Thence, South 77° 24' 15" East, by the southerly sideline of Upham Street, 766.66 feet, to a line of curvature;

Thence, continuing beside the southerly sideline of Upham Street in a curve to the right with a radius of 50 feet, a distance measured along said curve of 71.34 feet, to the place of beginning.

Containing approximately 9.423 acres.

Said parcel has the benefit of the perpetual rights and easements set forth in that certain Deed from The Roman Catholic Bishop of Worcester to Fitchburg Gas and Electric Light Company dated April 14, 1980 and recorded in the Worcester Northern District Registry of Deeds (located in Fitchburg, Massachusetts) in Book 1242, Page 534.

IN WITNESS WHEREOF, Lessee has caused this Agreement to be executed  
and its corporate seal to be affixed and attested by its duly authorized  
officers.

FITCHBURG GAS AND ELECTRIC LIGHT  
COMPANY

By Frank J. Chiles  
Vice President

[Seal]

Attest: Angela P. Carlson  
Clerk

LEASE SUPPLEMENT, dated as of February 10, 1981, between FITCHBURG ASSOCIATES, a Massachusetts limited partnership (Lessor), and FITCHBURG GAS AND ELECTRIC LIGHT COMPANY, a Massachusetts corporation, supplementing and amending the Lease and Agreement, dated as of August 6, 1980 (the Lease), between Lessor and Lessee of the premises consisting of the land described in Schedule A hereto, all buildings and other improvements thereon and all easements, rights and appurtenances relating thereto.

Lessor and Lessee hereby agree as follows:

I. "Owner's Project Cost", as referred to in the Lease, is \$2,700,000.

II. The Primary Term shall commence on February 10, 1981 and shall end at midnight on January 31, 2003. The first Extended Term shall be five years commencing on the day after the last day of the Primary Term. The second, third, fourth and fifth Extended Term each shall be five years commencing on the day after the last day of the preceding Extended Term.

III. The instalments of Basic Rent payable for the Premises during the Primary Term shall be in the following amounts and shall be payable on the dates indicated:

<u>Dates When Due</u>	<u>Amount of each Instalment</u>
February 28, 1981	\$ 5,166.18
March 31, 1981 and the last day of each month to and including January 31, 1983	\$15,350.04
February 28, 1983 and the last day of each month to and including January 31, 1987	\$36,078.48
February 28, 1987 and the last day of each month to and including January 31, 1993	\$36,404.64

February 28, 1993 and the last  
day of each month to and  
including January 31, 2003

\$44,771.40

The Primary Term shall end on January 31, 2003, and the  
first Extended Term shall commence on February 1, 2003.

Each instalment of Basic Rent payable for the Premises  
during each Extended Term is \$22,499.91, and said instalments are  
payable on the last day of each month during each such Extended  
Term.

IN WITNESS WHEREOF, Lessor and Lessee have each caused  
this Lease Supplement to be duly executed and delivered, and  
Lessee has caused its corporate seal to be hereunto affixed and  
attested, all as of the date first above written.

FITCHBURG ASSOCIATES,  
as Lessor

By PW FITCHBURG CORPORATION,  
the General Partner

(Seal)

Attest:

Alexander D. D. D.  
Assistant Secretary

By

John F. Keating  
Vice President

FITCHBURG GAS AND ELECTRIC  
LIGHT COMPANY,  
as Lessee

By

Frank L. Child  
Vice President

(Seal)

Attest:

Angela P. Carlson  
Clerk



That certain parcel of land located on the southwesterly side of the intersection of John Fitch Highway and Upham Street in Fitchburg, Massachusetts, which is shown on a plan recorded in the Worcester Northern District Registry of Deeds in Plan Book 240, at Page 17, titled "Land in Fitchburg Massachusetts, Owned by Roman Catholic Bishop of Worcester", dated 8 April 1980, prepared by William R. Bingham and Associates, and which is bounded and described as follows:

Beginning in the westerly sideline of John Fitch Highway at the point of tangency with a line of curvature in the southerly sideline of Upham Street;

Thence, South  $4^{\circ} 20'$  West, beside said highway, 563.35 feet, to a corner at other land of the grantor herein;

Thence, North  $85^{\circ} 40' 40''$  West, beside other land of the grantor, 400 feet, to a corner (hereinafter referred to as "CORNER A");

Thence, North  $24^{\circ} 32'$  West, beside other land of the grantor, 511.60 feet, to a corner (hereinafter referred to as "CORNER B");

Thence, North  $77^{\circ} 24' 15''$  West, by other land of the grantor, 190 feet to a corner;

Thence, North  $12^{\circ} 02'$  East, by other land of the grantor, 250 feet, to the southerly sideline of Upham Street;

Thence, South  $77^{\circ} 24' 15''$  East, by the southerly sideline of Upham Street, 766.66 feet, to a line of curvature;

Thence, continuing beside the southerly sideline of Upham Street in a curve to the right with a radius of 50 feet, a distance measured along said curve of 71.34 feet, to the place of beginning.

Containing approximately 9.423 acres.

Said parcel has the benefit of the perpetual rights and easements set forth in that certain Deed from The Roman Catholic Bishop of Worcester to Fitchburg Gas and Electric Light Company dated April 14, 1980 and recorded in the Worcester Northern District Registry of Deeds (located in Fitchburg, Massachusetts) in Book 1242, Page 534.

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.:  
COUNTY OF SUFFOLK )

On this 10th day of February, 1981, before me appeared John J. Preotle, Jr., and Alexander J. Jordan, Jr., to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of PW Fitchburg Corporation, the General Partner of Fitchburg Associates, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed in behalf of the said corporation by authority of its board of directors, and the said Vice President and Assistant Secretary acknowledged the said instrument to be the free act and deed of the said corporation.

Ellen A. Boscerini  
Notary Public

My commission expires:

5/7/87

[Notarial Seal]

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.:  
COUNTY OF SUFFOLK )

On this 10th day of February, 1981, before me appeared Frank L. Childs and Angela P. Carlson, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Clerk, respectively, of Fitchburg Gas and Electric Light Company, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed in behalf of the said corporation by authority of its board of directors, and the said Vice President and Clerk acknowledged the said instrument to be the free act and deed of the said corporation.

Ellen A. Buscemi  
Notary Public

My commission expires:

5/7/87

[Notarial Seal]

CONDITIONAL ASSIGNMENT

ASSIGNMENT, made this 6<sup>th</sup> day of August, 1980 by FITCHBURG ASSOCIATES, a Massachusetts limited partnership with a place of business c/o Blyth Eastman Paine Webber Incorporated, 100 Federal Street, Boston, Massachusetts 02110 ("Borrower") to NEW ENGLAND MERCHANTS NATIONAL BANK, a banking association with its principal place of business at 28 State Street, Boston, Massachusetts ("Lender").

Reference is made to a promissory note ("Note") of even date herewith in the original principal amount of TWO MILLION SEVEN HUNDRED THOUSAND and no/100's (\$2,700,000.00) DOLLARS, from Borrower as maker to Lender as payee, to a mortgage of even date granted by Borrower to Lender securing the Note ("Mortgage") of premises more particularly described on Exhibit A attached hereto ("Premises"), and to any and all other documents executed by either party with respect to the loan evidenced by the Note and Mortgage (all of which are collectively referred to as the "Instruments").

In order to secure further (i) the prompt payment of the indebtedness of Borrower to Lender evidenced by the Note, (ii) the performance of the obligations of Borrower under the Instruments, and (iii) in consideration of the making of the loan represented by the Note, Borrower does hereby assign, transfer, and set over unto Lender (i) all rents and other payments required of lessees, tenants, occupants, licensees, concessionaires, or other persons or parties (hereinafter collectively referred to as "Tenants"), whether or not designated as rent or additional rent (including without limitation security deposits, tax or operating expense escalation payments, percentage rent, or any other payments from any license, use permit, or concession), and any other issues and profits (collectively referred to as "rents") arising from any rental units, space or rentable facilities within, on or appurtenant to the Premises or any portion thereof, whether under existing leases, licenses, tenancies, occupancies, or concessions or agreements of any sort, written or unwritten (collectively referred to as "leases"), or under any leases hereafter arising (of which Borrower agrees to give Lender prompt written notice), and (ii) all of Borrower's contractual rights now existing or hereafter arising between Borrower and any Tenant with respect to the Premises, regardless of whether or not such rights run with the land.

This Assignment shall become operative, at the option of Lender, and is exercisable without the need of written notice, upon any default by Borrower under the terms of any of the Instruments.

Borrower hereby authorizes Lender, its employees and agents, at Lender's option, after the occurrence of any such default and

without notice to enter upon the Premises and to collect, in the name of Borrower or in Lender's name as assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable; Borrower further agrees that Borrower will facilitate in all reasonable ways Lender's collection of said rents, and will, upon request by Lender, execute a written notice to each Tenant directing the Tenant to pay rent to Lender.

Borrower also authorizes Lender, its employees and agents, at its option after such default, to enforce all or any of such contractual rights as may have been assigned hereby, and Borrower hereby irrevocably appoints Lender its attorney in fact, coupled with an interest, to do all acts pertaining thereto in its place and stead.

Borrower also authorizes Lender, its employees and agents, upon such entry, at its option, to take over and assume the management, operation and maintenance of the Premises and in connection therewith to perform all acts and to expend such sums out of the rents or any other income of the Premises as Lender may deem advisable, in the same manner and to the same extent as Borrower might do, including the right to enter into new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases, or to make concessions to or deal in any other way with Tenants; Borrower hereby releases all claims against Lender arising out of or in connection with such management, operation, and maintenance, except the obligation of Lender to account as hereinafter set forth.

Lender shall, after payment of all costs and expenses, including reasonable attorneys' fees and reasonable compensation to itself or to such managing agent as it shall in its sole judgment select and employ, and after the accumulation of all proper reserves (including without limitation reserves for taxes, assessments, utilities, and fire and liability insurance), credit the net amount of income received by it from the Premises by virtue of this Assignment to any amounts due and owing to it by Borrower under the terms of any of the Instruments. The manner of the application of such net income and what items shall be credited shall be determined in the sole discretion of Lender. Lender shall not be accountable for more monies than it actually receives from the Premises; nor shall it be liable for failure to rent or lease vacant space, collect rents or enforce other obligations of tenants. Lender shall make reasonable efforts to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents or the eviction of delinquent Tenants shall be prosecuted.

Borrower covenants and warrants to Lender that neither Borrower nor any previous owner has executed any prior assignment or pledge of the rents of the Premises or any other contract rights hereby assigned nor any prior assignment or pledge of the landlord's interest in any lease of the whole or any part of the Premises. Borrower also hereby covenants and agrees not to collect the rents of the Premises in advance, other than such payments as are required to be paid in advance by the terms of any lease which has been approved by Lender, and further agrees not to do any other act which would destroy or impair the benefits to Lender of this Assignment.

Borrower shall not, without having obtained the prior written consent of Lender: (a) release Tenants from any liability under the leases or otherwise, or consent to, suffer or permit or waive any act or omission on the part of the Tenants which would otherwise constitute a default under the leases or (b) cancel or surrender existing leases or alter or amend the terms of any leases.

Lender shall not be obligated to perform or discharge any obligation, duty or liability under any leases, and Borrower shall indemnify and hold Lender harmless from any liability, loss, or damage which it might incur under the leases, by reason of this Assignment, or from any other claims or demands which may be asserted against Lender by reason of any alleged obligation or undertaking on its part to be performed or discharged under any of the leases. If Lender incurs any such liability, loss or damage or in the defense of any such claims or demands, Borrower shall immediately, upon demand, reimburse Lender for the amount thereof, including costs, expenses, and attorneys' fees and any failure to promptly reimburse Lender shall cause such amounts to be added to the debt secured hereby and shall earn interest at the rate set forth in the Note.

Entry by Lender upon the Premises under the terms of this Assignment shall not constitute Lender a "mortgagee in possession" in contemplation of law, except at the option of Lender expressed in writing.

The provisions of this Assignment shall be binding upon Borrower and Borrower's legal representatives, successors and assigns and shall inure to the benefit of the Lender and its successors and assigns. The word "Borrower" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to the Premises.

This Assignment shall remain in full force and effect as long as the obligations secured by the Mortgage debt remain outstanding and only a discharge of the Mortgage appearing of record in the Registry of Deeds or Registry District where the Mortgage is recorded shall operate as a release of all Lender's rights and interest hereunder.

Notwithstanding anything herein to the contrary, in case any default shall occur in the performance by the Borrower of any covenant, agreement or promise contained herein, the Lender shall for satisfaction look only to the real estate, leases and other collateral then held by the Lender as security for such performance, without recourse to the Borrower for any deficiency which may arise upon a foreclosure of the mortgage or the liquidation of other collateral; provided, always, that these limitations shall apply only to this Agreement and shall not be construed to affect in any way the obligations of the Borrower under any other instruments executed by the Borrower or the rights and powers of the Lender to foreclose and to exercise its other rights in the event of default.

This Assignment shall have the effect of an instrument under seal.

FITCHBURG ASSOCIATES

By: PW Fitchburg Corporation  
- General Partner

BY:

John J. Preotle, Jr.  
Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

August 6, 1980

Then personally appeared John J. Preotle, Jr.,  
Vice President of PW Fitchburg Corporation, and acknowledged the foregoing instrument to be the free act and deed of said Corporation, as General Partner of and on behalf of Fitchburg Associates.

Before me,

Mark A. Capurso  
Notary Public

My commission expires: June 4, 1987

RE-927

EXHIBIT A

That certain parcel of land located on the southwesterly side of the intersection of John Fitch Highway and Upham Street in Fitchburg, Massachusetts, which is shown on a plan recorded in the Worcester Northern District Registry of Deeds in Plan Book 240, at Page 17, titled "Land in Fitchburg, Massachusetts, Owned by Roman Catholic Bishop of Worcester", dated 8 April 1980, prepared by William R. Bingham and Associates, and which is bounded and described as follows:

Beginning in the westerly sideline of John Fitch Highway at the point of tangency with a line of curvature in the southerly sideline of Upham Street;

Thence, South  $4^{\circ} 20'$  West, beside said highway, 563.35 feet, to a corner at other land of the grantor herein;

Thence, North  $85^{\circ} 40' 40''$  West, beside other land of the grantor, 400 feet, to a corner (hereinafter referred to as "CORNER A");

Thence, North  $24^{\circ} 32'$  West, beside other land of the grantor, 511.60 feet, to a corner (hereinafter referred to as "CORNER B");

Thence, North  $77^{\circ} 24' 15''$  West, by other land of the grantor, 190 feet to a corner;

Thence, North  $12^{\circ} 02'$  East, by other land of the grantor, 250 feet, to the southerly sideline of Upham Street;

Thence, South  $77^{\circ} 24' 15''$  East, by the southerly sideline of Upham Street, 766.66 feet, to a line of curvature;

Thence, continuing beside the southerly sideline of Upham Street in a curve to the right with a radius of 50 feet, a distance measured along said curve of 71.34 feet, to the place of beginning.

Containing approximately 9.423 acres.

Said parcel has the benefit of the perpetual rights and easements set forth in that certain Deed from The Roman Catholic Bishop of Worcester to Grantor dated April 14, 1980 and recorded in the Registry of Deeds in Book 1242, Page 534.

For Grantor's title, see deed from Fitchburg Gas and Electric Light Company to Grantor dated August 6, 1980 and recorded herewith.



MORTGAGE

FITCHBURG ASSOCIATES, a Massachusetts limited partnership with a place of business at c/o Blyth Eastman Paine Webber Incorporated, 100 Federal Street, Boston, Massachusetts 02110 ("Mortgagor"), FOR CONSIDERATION PAID, HEREBY GRANTS to NEW ENGLAND MERCHANTS NATIONAL BANK, a banking association with its principal place of business at 28 State Street, Boston, Massachusetts, ("Mortgagee"), with MORTGAGE COVENANTS, to secure the payment of TWO MILLION SEVEN HUNDRED THOUSAND and no/100's (\$2,700,000.00) DOLLARS, with interest thereon, as provided in Mortgagor's promissory note of even date herewith ("Note"), to secure the performance of all covenants and agreements herein and in the Note contained and to secure the payment of or performance of all other debts, covenants and agreements of or by Mortgagor to or for the benefit of Mortgagee now existing or hereafter arising while this mortgage is still undischarged of record, the land situated on the southwest corner of John Fitch Highway and Upham Street in Fitchburg, Massachusetts all as described in Exhibit "A" attached hereto, together with any and all improvements now or hereafter situated thereon.

As further security for the Mortgagor's obligations Mortgagor hereby grants to Mortgagee a first priority security interest in all equipment (as defined in the Uniform Commercial Code), appliances, building materials and supplies, furnishings and fixtures (to the extent not part of the real estate) now or hereafter located on the above described premises, or used in connection therewith, and the proceeds therefrom, and agrees to execute on demand of Mortgagee and cause to be recorded all instruments necessary to create, perfect or continue such security interest, and in the event of default hereunder Mortgagor hereby grants Mortgagee full power and authority as attorney irrevocable of Mortgagor to execute, deliver and record and/or file such instruments.

Said land, improvements, equipment, appliances, furnishings and fixtures are hereinafter referred to as the "premises."

Mortgagor covenants and agrees with Mortgagee:

(1) to perform all of the covenants and agreements contained in the Note;

(2) to pay when due all taxes, charges for water, sewer and other municipal services, and assessments, whether or not assessed against Mortgagor, if applicable or related in any way to the premises, or any interest in the premises of Mortgagor, Mortgagee or any other person or organization, or the debt, obligations or performance secured hereby, or the disbursement or application of the proceeds therefrom, excluding, however, any income or

corporation excise tax of Mortgagee. Mortgagor grants Mortgagee in the event of a default hereunder full power and authority as attorney irrevocable of Mortgagor to apply for and prosecute claims for the abatement of taxes and to collect and endorse any checks issued on account of Mortgagor and to retain and apply the same to the debt secured hereby;

(3) . to keep the premises, or cause the premises to be kept, insured against fire and all other casualties and contingencies, including flood, in such amounts as are sufficient to prevent Mortgagor from becoming a co-insurer of any loss, but in any event in amounts not less than actual replacement value of the premises, exclusive of land value and costs of foundations, excavations, landscaping, paving and other similar non-insurable improvements; to deposit all insurance policies or certificates thereof with Mortgagee forthwith after the binding of such insurance, and to deliver to Mortgagee new policies or certificates thereof for any insurance about to expire at least ten days before such expiration. All such insurance policies shall be first payable in case of loss to Mortgagee, shall be written by such companies, on such terms, in such form and for such periods and amounts as Mortgagee shall from time to time designate or approve and shall provide that they shall not be cancelled or amended without at least thirty (30) days prior written notice to the Mortgagee. Mortgagor hereby grants Mortgagee full power and authority as attorney irrevocable of Mortgagor to cancel or transfer such insurance, to collect and endorse any checks issued in the name of Mortgagor and to retain any premium and to apply the same to the debt secured hereby;

(4) to maintain the premises at all times in as good repair and condition as the same now are or hereafter may be put, damage from casualty expressly not excepted, permitting no waste or strip of the premises, nor any violation of any law, by-law, ordinance, restriction, regulation, order or code affecting the premises or the use thereof; and not to remove or alter any of the improvements, equipment, appliances, furnishings and fixtures constituting part of the premises without the prior written consent of Mortgagee; and to permit Mortgagee, its agents and employees reasonable opportunity to enter upon the premises at reasonable times for the purpose of inspecting the condition of the premises and determining Mortgagor's compliance with the covenants contained herein;

(5) to observe and perform all the obligations imposed upon Mortgagor under any lease of the premises or any portion thereof, and not to do or permit to be done anything which would impair the security of such lease to Mortgagee,

nor to cancel or change any terms, conditions or covenants of any lease of the premises or any portion thereof without the prior written consent of Mortgagee, nor to execute any lease providing for payment of rent for more than one month in advance, nor to receive rent from any tenant of all or any part of the premises for more than one month in advance without the prior written consent of Mortgagee, and any such advance rent in excess of one month received shall be held by Mortgagor in trust for the benefit of Mortgagee;

(6) to occupy the entire premises, or cause the same to be occupied by Mortgagor's lessees (which term shall include licensees and concessionaires) and, upon demand of Mortgagee, to assign and deliver to Mortgagee any or all leases of the premises or any part thereof, or Mortgagor's right to receive any or all rents and other income reserved in such leases, provided, however, Mortgagor shall retain the right to receive such rents until the occurrence of a default under any instrument executed in connection with this transaction. Such assignments shall be in form reasonably satisfactory to Mortgagee, and Mortgagor hereby grants Mortgagee full power and authority as attorney irrevocable of Mortgagor to make, execute, acknowledge, deliver and record such assignments. After any default by Mortgagor hereunder has happened and is continuing or under the terms of such assignments, Mortgagee shall be entitled to modify and otherwise deal with all such leases with the same power and discretion which Mortgagee would have if it were the lessor thereof, and Mortgagee shall be entitled to collect all of the rents and other income reserved in such leases, to collect and endorse any checks issued in the name of Mortgagor and to apply the same to the debt secured hereby, and after foreclosure Mortgagee shall not be liable to account to Mortgagor for rents or other income thereafter accruing, provided however, that any such assignments shall also provide that Mortgagor may have and retain such rents and profits until such default occurs; and Mortgagee shall further have the right to subordinate this Mortgage and its rights hereunder to any lease of the premises or any portion thereof, and upon execution and recording of any instrument by Mortgagee which purports to effect such subordination, this Mortgage shall be subordinate to the lease or leases referred to in such instrument with the same force and effect as if such lease or leases had been executed and delivered prior to the execution, delivery and recording of this Mortgage;

(7) to furnish Mortgagee, from time to time, within a reasonable time after its demand, a true and complete statement of the annual operating expenses and income of the premises, and financial statements of the owner and endorsers, such statements to be prepared in accordance with generally accepted principles of accounting consistently applied and to be in a form reasonably satisfactory to Mortgagee;

(8) if the premises or any part thereof shall be damaged or destroyed by fire or other hazard insured against or if the premises or any portion thereof shall be taken by eminent domain, no settlement on account of any loss, damage or taking shall be made without the consent of Mortgagee, provided, however, in the event a default hereunder has happened and is continuing, Mortgagee may, at its option settle any claims with the insurers or taking authority, and any proceeds from insurance or damages for such taking, as the case may be, shall be paid to Mortgagee, and Mortgagor hereby irrevocably assigns the same to Mortgagee, and Mortgagor hereby grants to Mortgagee full power and authority as attorney irrevocable of Mortgagor to settle such claims and to collect and endorse any checks issued in the name of Mortgagor. Except as provided in the Construction Loan Agreement, Mortgagee, in its discretion, may either apply any insurance proceeds or eminent domain award against any of the debt or obligations secured hereby (in which case Mortgagor's obligations hereunder to restore such damage to the premises as may have been caused by such fire, other hazard or taking, shall terminate), or release such portion of the proceeds to Mortgagor as is necessary to restore the premises to their prior condition insofar as is practicable upon such terms and conditions as Mortgagee deems appropriate, and apply the balance thereof, if any, to the debt secured hereby; provided, however, that if any insurer of the premises denies liability, Mortgagor shall not be relieved of its obligation to restore the premises;

(9) if Mortgagor shall default in the performance or observance of any covenant or agreement herein or in the Note contained, Mortgagee may apply toward the debt secured hereby any deposit, payment or any sum due from Mortgagee to Mortgagor without first enforcing any other rights of Mortgagee against Mortgagor, or against any endorser of the Note or against the premises;

(10) if Mortgagee shall become involved in any action or course of conduct with respect to the Note, this mortgage, the premises, or other security for the debt or obligations secured hereby, in order to protect its interest therein, including without limitation: Mortgagee's commencement and prosecution of foreclosure proceedings, involvement in bankruptcy proceedings concerning Mortgagor, entering the premises, care and management thereof or defending or participating as a party in any action at law or in equity brought by Mortgagor or any other person or organization with respect to the premises (or other security for the debt secured hereby), Mortgagor shall reimburse Mortgagee for all charges, costs and expenses incurred by Mortgagee in connection therewith, including without limitation attorneys' fees and an additional reasonable fee to compensate Mortgagee for overhead and personnel salaries and wages attributable to undertaking such actions or conduct;

(11) that at any foreclosure sale of the premises, the premises or any portion thereof may be offered for sale for one total price or separately, and the proceeds of such sale or sales may be accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling of assets. Mortgagee may, in the exercise of the power of sale herein given, sell the premises and said other security in parts or parcels, said sales may be held from time to time, by public or private sale, and the power shall not be fully executed until all of the premises and said other security not previously sold shall have been sold; if surplus proceeds are realized from a foreclosure sale, Mortgagee shall not be liable for any interest thereon pending distribution of such proceeds by Mortgagee;

(12) to notify Mortgagee promptly of the existence of and the exact details of any other security interest affecting any portion of the premises, now existing or hereafter arising, to make all payments that become due to any secured party having such security interests, and at the request of Mortgagee to assign to Mortgagee all of its right, title and interest in and to any and all agreements evidencing such security interest, and Mortgagor hereby grants Mortgagee full power and authority as attorney irrevocable of Mortgagor to make, execute, acknowledge and deliver such assignments. Mortgagor represents that no security interest presently exists in any of said security except as has heretofore been disclosed in writing to Mortgagee;

(13) that Mortgagee shall be entitled, but not obligated, to cure any default of Mortgagor hereunder, and shall be reimbursed by Mortgagor for all reasonable costs, charges and expenses, including without limitation attorneys' fees, incurred in connection therewith, and that all sums for which Mortgagee may be entitled to reimbursement shall be added to the principal sum of the debt secured hereby, shall earn interest at the rate set forth in the Note, shall be secured by this Mortgage, and shall be payable on demand of Mortgagee, whether or not the remaining principal balance of the Note has been declared due and payable;

(14) in the event the legal or beneficial ownership of the premises, or any portion thereof or interest therein, becomes vested in anyone other than Mortgagor, except upon the death of or appointment of a guardian or conservator for Mortgagor, the entire mortgage debt shall, at the option of Mortgagee, become due and payable on demand together with all prepayment charges to which Mortgagee would be entitled under the Note or by law if the Note were paid in full at the time of demand, provided, however, that

Mortgagee may, without notice to Mortgagor, deal with Mortgagor's successor or successors in interest with reference to the Mortgage and the debt secured hereby in the same manner as with Mortgagor without in any way releasing, discharging or modifying Mortgagor's liability or obligations with respect to this Mortgage or the debt secured hereby. No sale of the premises hereby mortgaged and no forbearance on the part of Mortgagee or extension of the time for the payment of the debt secured hereby or any other indulgence given by Mortgagee shall operate to release, discharge, modify, change or affect the original liability of Mortgagor, nor the priority of this Mortgage either in whole or in part, notice of such forbearance, extension or other indulgence being hereby expressly waived;

(15) that Mortgagor shall not:

(a) create, permit to be created or suffer any encumbrance on the premises (except for the lien for unpaid real estate taxes and betterment assessments and other taxes prior to the commencement of interest and penalties thereon);

(b) if Mortgagor is other than a natural person or persons, liquidate, terminate its existence, merge or consolidate with any other entity or dissolve;

(c) file a petition under any chapter of the federal Bankruptcy Code or institute any other proceeding under any law relating to bankruptcy, bankruptcy reorganization, insolvency or relief of debtors, or consent to an assignment, composition or similar arrangement for the benefit of Mortgagor's creditors, or consent to appointment of a receiver for any of Mortgagor's property.

(16) if this Mortgage is at any time subject or subordinate to another mortgage, Mortgagor shall not modify, amend, or extend such prior mortgage, or the debt or any obligation secured thereby, without the consent of Mortgagee. Any default under such prior mortgage or any obligations secured thereby shall be a default hereunder, and Mortgagee shall be entitled but not obligated to cure said default, as provided in Paragraph 13 hereof; and

(17) any notice, demand or other communication from Mortgagee to Mortgagor shall be deemed satisfactorily given upon depositing the same in writing in the United States mail, postage prepaid by registered or certified mail, addressed to Mortgagor (or any one of them if there be more than one) at the address set forth herein.

In the event of a failure to pay interest or principal on the Note when due in accordance with its terms or of breach of any other covenant, condition or agreement contained in this Mortgage remaining uncured for a period in excess of thirty (30) days (except that no grace period shall be permitted for a default under Sections 15(b) or 15(c) above) or any breach in the covenants, conditions or agreements in any instrument given in connection with the Note and debt secured hereby, or in any other mortgage, debt or obligation of or from Mortgagor to Mortgagee remaining uncured after the expiration of any applicable grace periods; or if any involuntary proceedings shall be commenced against Mortgagor or any general partner of Mortgagor under any chapter of the Federal Bankruptcy Code or other law relating to bankruptcy, bankruptcy reorganization, insolvency or relief of debtors, and such petition or proceeding is not dismissed within thirty (30) days from the date on which it is filed or instituted; or if Mortgagor becomes insolvent or is unable to pay its debts as they become due, then, at the option of Mortgagee, the entire debt secured hereby, together with all prepayment charges to which Mortgagee would be entitled under the Note or by law if the Note were prepaid in full shall be due and payable, and Mortgagee shall have the STATUTORY POWER OF SALE as hereinafter provided. The failure at any time of the Mortgagee to exercise this option shall not constitute a waiver of the right to exercise the right at any other time.

In case any provision of the Note, this Mortgage, or any instrument executed by any person or organization in connection therewith shall be found unenforceable or invalid for any reason, the enforcement of any other provision shall be deemed modified to the extent necessary to be enforceable or if such modification is not practicable, such provision shall be deemed deleted from this Mortgage.

This Mortgage is upon the STATUTORY CONDITION and upon the further condition that all covenants and agreements of Mortgagor in the Note, this Mortgage, all other instruments executed in connection therewith and in all other mortgages, debts and obligations of or from Mortgagor to or for the benefit of Mortgagee shall be kept and fully performed, and upon any breach of the same Mortgagee shall have the STATUTORY POWER OF SALE and any other powers given by statute.

The word "Mortgagor" as used herein means Mortgagor named herein, whether one or several, and also means any subsequent owner or owners of the equity of redemption of the premises, and all of the covenants and agreements of Mortgagor herein contained shall be binding upon Mortgagor, its heirs, executors, administrators, successors and assigns and shall be joint and several if more than one person constitute Mortgagor. The word "Mortgagee" as used herein means Mortgagee named herein and any subsequent holder or holders of this Mortgage.

Notwithstanding anything herein to the contrary, in case any default shall occur in the performance by the Mortgagor of any covenant, agreement or promise contained herein, the Mortgagee shall for satisfaction look only to the real estate, leases and other collateral then held by the Mortgagee as security for such performance, without recourse to the Mortgagor for any deficiency which may arise upon a foreclosure of the mortgage or the liquidation of other collateral; provided, always, that these limitations shall apply only to this Note and shall not be construed to affect in any way the obligations of the Mortgagor under any other instruments executed by the Mortgagor or the rights and powers of the Mortgagee to foreclose and to exercise its other rights in the event of default.

This Mortgage is executed under seal this sixth day of August, 1980.

FITCHBURG ASSOCIATES

By: PW Fitchburg Corporation  
- General Partner

By: John J. Ruelke, Jr.  
its Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

August 6, 1980

Then personally appeared the above-named John J. Ruelke, Jr., Vice President of PW Fitchburg Corporation and acknowledged the foregoing instrument to be the free act and deed of said Corporation as General Partner of and on behalf of Fitchburg Associates, before me,

Mark A. Capuano  
Notary Public

My commission expires: June 4, 1987

RE-928



That certain parcel of land located on the southwesterly side of the intersection of John Fitch Highway and Upham Street in Fitchburg, Massachusetts, which is shown on a plan recorded in the Worcester Northern District Registry of Deeds in Plan Book 240, at Page 17, titled "Land in Fitchburg, Massachusetts, Owned by Roman Catholic Bishop of Worcester", dated 8 April 1980, prepared by William R. Bingham and Associates, and which is bounded and described as follows:

Beginning in the westerly sideline of John Fitch Highway at the point of tangency with a line of curvature in the southerly sideline of Upham Street;

Thence, South  $4^{\circ} 20'$  West, beside said highway, 563.35 feet, to a corner at other land of the grantor herein;

Thence, North  $85^{\circ} 40' 40''$  West, beside other land of the grantor, 400 feet, to a corner (hereinafter referred to as "CORNER A");

Thence, North  $24^{\circ} 32'$  West, beside other land of the grantor, 511.60 feet, to a corner (hereinafter referred to as "CORNER B");

Thence, North  $77^{\circ} 24' 15''$  West, by other land of the grantor, 190 feet to a corner;

Thence, North  $12^{\circ} 02'$  East, by other land of the grantor, 250 feet, to the southerly sideline of Upham Street;

Thence, South  $77^{\circ} 24' 15''$  East, by the southerly sideline of Upham Street, 766.66 feet, to a line of curvature;

Thence, continuing beside the southerly sideline of Upham Street in a curve to the right with a radius of 50 feet, a distance measured along said curve of 71.34 feet, to the place of beginning.

Containing approximately 9.423 acres.

Said parcel has the benefit of the perpetual rights and easements set forth in that certain Deed from The Roman Catholic Bishop of Worcester to Grantor dated April 14, 1980 and recorded in the Registry of Deeds in Book 1242, Page 534.

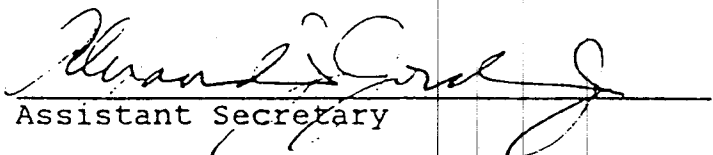
For Grantor's title, see deed from Fitchburg Gas and Electric Light Company to Grantor dated August 6, 1980 and recorded herewith.

P.W. FITCHBURG CORPORATION  
Certificate of Assistant Secretary

The undersigned does hereby certify that he is the duly elected and acting Assistant Secretary of P.W. FITCHBURG CORPORATION, a Delaware corporation (the "Corporation"); that attached hereto is a true and correct copy of resolutions adopted by Written Action of Directors Taken Without a Meeting duly executed by the Directors of the Corporation on June 2, 1980; and that the resolutions contained herein have not been amended, revoked, repealed, altered or otherwise changed in any way and are in full force and effect on the date hereof.

The undersigned further certifies that John J. Preotle, Jr., Vice President of the Corporation, is authorized and empowered to act on behalf of the Corporation in connection with the accomplishment of the matters stated in the attached resolutions.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 6th of August, 1980.

  
Assistant Secretary

That the appropriate officers of the corporation be, and each of them acting alone hereby is, authorized and empowered on behalf of the corporation and in its name to enter into all agreements, including but not limited to line of credit agreements, notes, letters of credit, mortgages, mortgage notes and guarantees, to accomplish the financing and construction of a building to be located in Fitchburg, Massachusetts.

That the appropriate officers of the corporation be, and each of them acting alone hereby is, authorized and empowered on behalf of the corporation and in its name to do any and all other acts and things which such officers, in their sole discretion, may deem necessary or advisable to carry out the foregoing resolutions, the doing of such acts and things to be conclusive evidence of the necessity or advisability thereof.